



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

BROOKFIELD VILLAGE BOARD MEETING AGENDA

Monday, April 11, 2016
6:30 P.M.

Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

I. OPENING CEREMONIES: Pledge of Allegiance to the Flag

II. Roll Call

III. Appointments and Presentations

Appointment – Probationary Police Officer – **Morgan Scheer**, Probationary period ends 1/07/2017

Appointment – Police Pension Board, **Louis Kucera** – Term to expire 10/24/2017

Appointment – Police Pension Board – **Jennifer Poltrock** – Term to expire 10/24/2017

Appointment – Special Events Committee – **Mary Vyskocil** – Term to expire 5/31/2017

Proclamation – National Library Week 2016

IV. PUBLIC COMMENT – LIMITED TO ITEMS ON OMNIBUS AND NEW BUSINESS ON TONIGHT'S AGENDA

V. OMNIBUS AGENDA

A. **Approval of Minutes:** Village Board Meeting Monday, March 28, 2016; Committee of the Whole Meeting, Monday, March 28, 2016

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.

VI. REPORTS OF SPECIAL COMMITTEES

Trustee Oberhauser	Finance, Conservation Approval of Warrant(s)
Trustee Gilhooley	Recreation, Library
Trustee Ryan	Beautification, Chamber of Commerce
Trustee Evans	Administration, DPW, Public Safety
Trustee Garvey	Planning and Zoning Commission, WCMC Solid Waste
Trustee LeClere	Special Events
President Ketchmark	Economic Development, Brookfield Zoo, WCMC, PZED

VII. New Business

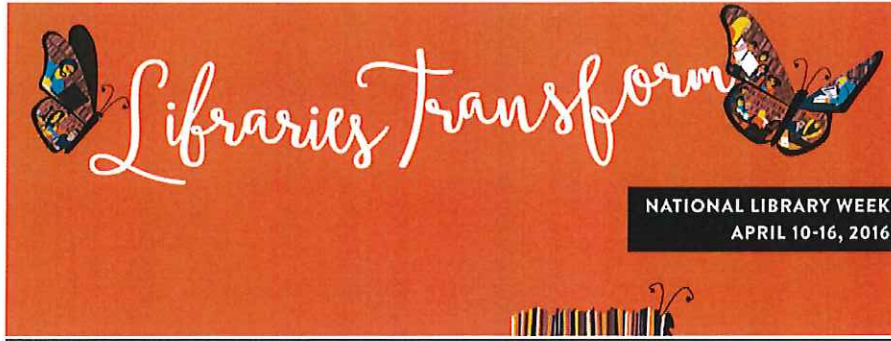
- A. **Ordinance 2016-19** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class 8 Liquor Licenses
- B. **Ordinance 2016-20** – An Ordinance Amending Chapter 6 of the Village of Brookfield Code of Ordinances to increase the maximum number of Class S3 Liquor Licenses
- C. **Resolution 2016-1025** – A Resolution Approving the 2016 Community Development Block Grant Application
- D. **Resolution 2016-1026** – A Resolution Awarding a Contract for the Inspection and Repair of Underground Diesel Oil Storage Tank for the Village of Brookfield, Illinois
- E. **Resolution 2016-1027** – A Resolution Authorizing the Execution of a Tax Exemption Certificate and Agreement and an Intergovernmental Agreement by and between the Village of Brookfield and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Prairie/Washington Pump Station Improvements

VIII. Managers Report

- IX. **Executive Session** - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

X. Adjournment

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



National Library Week 2016 Proclamation

WHEREAS, Libraries are not just about what we have for people, but what we do for and with people;

WHEREAS, Libraries have long served as trusted and treasured institutions, and Library workers and Librarians fuel efforts to better their communities;

WHEREAS, Libraries are evolving in order to serve their communities and to continue to fulfill their role in leveling the playing field for all who seek information and access to technologies;

WHEREAS, Libraries and Librarians open up a world of possibilities through innovative STEM programing, Makerspaces, job-seeking resources and the power of reading;

WHEREAS, Libraries and Librarians are looking beyond their traditional roles and providing more opportunities for community engagement and deliver new services that connect closely with members' needs;

WHEREAS, Libraries support democracy and effect social change through their commitment to provide equitable access to information for all Library users regardless of race, ethnicity, creed, ability, sexual orientation, gender identity or socio-economic status;

WHEREAS, Libraries, Librarians, Library workers and supporters across America are celebrating National Library Week.

NOW, THEREFORE, be it resolved that I, Kit Ketchmark, President of the Village of Brookfield proclaim National Library Week, April 10-16, 2016. I encourage all residents to visit the Library this week and explore what's new at your Library. Because of you, Libraries Transform.

Kit P. Ketchmark

April 11, 2016

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A REGULAR VILLAGE BOARD MEETING

HELD ON MONDAY, MARCH 28, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Deputy Clerk Theresa Coady, Finance Director Doug Cooper, Human Resources Director Michelle Robbins, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Police Department Chief James Episcopo, Village Attorney

On Monday March 28, 2016 President Ketchmark called the Village Board of Trustees meeting to order at 6:30 P.M. and led the Pledge of Allegiance to the Flag.

APPOINTMENTS AND PRESENTATIONS

None

PUBLIC COMMENT

OMNIBUS AGENDA

Approval of Minutes: Village Board Meeting Monday, March 14, 2016; Committee of the Whole Meeting, Monday, March 14, 2016.

Motion by Trustee Garvey, seconded by Trustee Evans, to approve the Omnibus Agenda of the regular Village Board meeting of March 28, 2016. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

REPORTS OF SPECIAL COMMITTEES

Finance & Conservation – Trustee Oberhauser

☉ **Approval of Warrant dated March 28, 2016 - \$574,233.14**

Motion by Trustee Oberhauser, seconded by Trustee Evans, to approve the Warrant dated March 28, 2016 in the amount of \$574,233.14. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

New program/billing structure from vendor Call 1.

☉ **Conservation Commission**

Committee met March 22, 2016 regarding Project NICE and other upcoming events

Save Our American Raptors event scheduled for April 16, 2016

⑤ **Library & Parks & Recreation – Trustee Gilhooley**

Parks and Recreation meeting held March 15, 2016. Discussion of summer camp t-shirt design contest.
Next meeting scheduled for April 19, 2016.

⑤ **Beautification, Chamber of Commerce – Trustee Ryan**

Project NICE scheduled for Saturday, April 23, 2016
Next meeting scheduled for April 12, 2016
Chamber – Easter Egg hunt was a success. Over 4,000 eggs were hunted and prizes awarded.

⑤ **Administration, DPW, Public Safety – Trustee Evans**

Public Safety meeting scheduled for Tuesday, March 22, 2016 did not take place due to no agenda items.
Public Works to begin street sweeping on April 4, 2016. Residents reminded to heed posted parking restrictions on street cleaning days.
Shields Avenue construction begins on April 4, 2016. Resident on Maple & Eberly notified.

⑤ **Planning and Zoning Commission, WCMC Solid Waste – Trustee Garvey**

No WCMC Solid Waste meeting since last Village Board meeting.
Trustee Ryan attended Planning & Zoning meeting of March 24, 2016 and reported that primary item was presentation regarding modernizing zoning development codes around our three METRA station areas. Public outreach to be initiated this Spring. Committee of the Whole presentation on topic considered for summer or early autumn.

⑤ **Special Events – Trustee LeClere**

Next meeting scheduled for April 5, 2016 regarding planning for upcoming events.

⑤ **Economic Development, Brookfield Zoo, WCMC, PZED – President Ketchmark**

2016 Street Referendum passed.
March 31, 2015 – Operation Lifesaver presentation by Brookfield PD and FD at METRA station regarding rail safety awareness.

NEW BUSINESS

Resolution 2016–1022 – A Resolution Authorizing the Adoption of a Cafeteria Plan for the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee Evans, to approve Resolution 2016–1022 – A Resolution Authorizing the Adoption of a Cafeteria Plan for the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

Resolution 2016- 1024 – A Resolution Authorizing the Execution of An Agreement and An Amendment to the Agreement by and between the Village of Brookfield and Trugreen Commercial for Vegetation Control

Motion by Trustee Ryan, seconded by Trustee Garvey, to **table** the vote on Resolution 2016- 1024 – A Resolution Authorizing the Execution of An Agreement and An Amendment to the Agreement by and between the Village of Brookfield and Trugreen

Commercial for Vegetation Control. Upon roll call, **the motion failed** as follows: Ayes, Trustee Ryan. Nays: Trustees Evans, Garvey, Gilhooley, Oberhauser and LeClere. Absent: None.

Motion by Trustee Oberhauser, seconded by Trustee LeClere, to approve Resolution 2016- 1024 – A Resolution Authorizing the Execution of An Agreement and An Amendment to the Agreement by and between the Village of Brookfield and Trugreen Commercial for Vegetation Control. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Oberhauser and LeClere. Nays: Trustee Ryan. Absent: None.

Ordinance 2016-18 – An Ordinance to Approve and Authorize a Final Planned Development and Special Use Application for the Brookfield Public Library

Motion by Trustee Evans, seconded by Trustee Gilhooley, to approve **Ordinance 2016-18 – An Ordinance to Approve and Authorize a Final Planned Development and Special Use Application for the Brookfield Public Library**. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

☉ **Village Manager's Report – Keith Sbiral**

Yard waste pickup begins April 1, 2016

Shields Avenue construction scheduled to begin April 4, 2016. Residents affected notified by letter.

50-50 tree program will be available

Referendum action plan presentation at April 25, 2016 Committee of the Whole meeting.

TEMPORARY RECESS – TO COMMITTEE OF THE WHOLE MEETING

Motion by Trustee Garvey, seconded by Trustee Evans, to adjourn the Regular Village Board of Trustees meeting of March 28, 2016 at 7:38 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Oberhauser, seconded by Trustee Evans, to reconvene the Regular Village Board Meeting of March 28, 2016 at 9:38 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

EXECUTIVE SESSION

EXECUTIVE SESSION - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees

Motion by Trustee Ryan,, seconded by Trustee Gilhooley to adjourn the Regular Village Board of Trustees meeting of March 28, 2016 at 9:38 p.m. in order to conduct an Executive Session - Executive Session - pursuant to Section 2(c)(11) of the Open Meetings Act to discuss pending litigation, pursuant to Section 2(c)(5) of the Open Meetings Act to discuss purchase or lease of real property for the village's use, pursuant to Section 2(c)(6) of the Open Meetings Act to discuss the setting of a price for sale or lease of village property and pursuant to Section 2(c)(1) of the Open Meetings Act to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific village employees. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

RECONVENE REGULAR VILLAGE BOARD MEETING

Motion by Trustee Oberhauser, seconded by Trustee Evans, to reconvene the Regular Village Board meeting of March 28 2016 at 9:39 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

RESOLUTION 2016-1023 - A Resolution to Authorize the Release of Certain Executive Session Minutes of meetings of the Board of Trustees of the Village of Brookfield, Illinois

Motion by Trustee Garvey, seconded by Trustee Ryan, to approve RESOLUTION 2016-1023 - A Resolution to Authorize the Release of Certain Executive Session Minutes of meetings of the Board of Trustees of the Village of Brookfield, Illinois. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

ADJOURNMENT

Motion by Trustee Evans, seconded by Trustee Oberhauser, to adjourn the Regular Village Board meeting of March 28, 2016 at 9:46 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None.

**Brigid Weber
Village Clerk
Village of Brookfield**

/lls

**JOURNAL OF THE PROCEEDINGS OF THE PRESIDENT AND THE BOARD OF TRUSTEES
AT A COMMITTEE OF THE WHOLE MEETING
HELD ON MONDAY MARCH 28, 2016
IN THE BROOKFIELD MUNICIPAL BUILDING**

MEMBERS PRESENT: President Kit Ketchmark, Trustees Ryan Evans, Michael Garvey, Nicole Gilhooley, Michelle Ryan, Brian Oberhauser and David LeClere. Village Clerk Brigid Weber.

MEMBERS ABSENT: None

ALSO PRESENT: Village Manager Keith Sbiral, Deputy Clerk Theresa Coady, Finance Director Doug Cooper, Human Resources Director Michelle Robbins, Public Works Director Ken Blaauw, Community Development Director Nick Greifer, Village Planner Emily Egan, Police Department Chief James Episcopo, Village Fire Department Chief Patrick Lenzi and Village Attorney

On Monday, March 28, 2016, President Kit Ketchmark called the Committee of the Whole meeting to order at 7:40 P.M.

Discussion Items:

Class 8 & S3 Liquor License Request – Chamber of Commerce Street Dance

The Brookfield Chamber of Commerce will hold their annual Street Dance on May 21, 2016 and are requesting a liquor license to serve beer and wine at this event. Proof of insurance to be provided when the license is picked up. An ordinance will be on agenda for approval vote at the Regular village Board meeting scheduled for April 11, 2016.

2016 Public Works Diesel Fueling System Repairs

In January 2016 it was discovered that the Village's Diesel Fueling System was not working properly. Repair to this system was not budgeted for 2016 but repair is needed to safely fuel Village vehicles that require diesel fuel. An ordinance to be on agenda for approval vote at the April 11, 2016 Regular Board meeting to approve waiving of bids and approving contract with Accurate Tank for necessary repairs to fueling system estimated to be \$65,215.00.

Proposed Intergovernmental Agreement Custer Avenue Improvements

Staff recommends the Board approves the Village entering into an Intergovernmental Agreement with the Village of Lyons to share the construction and engineering costs for improving Custer Avenue from 47th Street to Ogden Avenue. Item to be on agenda for approval vote at the Regular Village Board meeting scheduled for April 11, 2016.

WSMTD Grant Application Update

The Committee of the Whole reviewed and approved the Municipal Grant Match application to secure funding for Downtown METRA Station Pedestrian Safety Enhancements and Building Improvements.

Stormwater Pump Station

Village Engineer Derek Treichel provided the Board an update on the Stormwater Pump Station project: The 3500 block of Forest Avenue and the intersection of Prairie Avenue and Washington Avenue were severely flooded in the rain events of 2008, 2010 and 2013. The Village Board authorized Hancock Engineering to design a Stormwater Pump Station to mitigate the flooding. An overview of the project was presented. The Board authorized Staff to complete the design of project and advertise for bids.

ADJOURN

Motion by Trustee Garvey, seconded by Trustee Evans to adjourn the Committee of the Whole meeting of March 28, 2016 at 9:38 P.M. Upon roll call, the motion carried as follows: Ayes: Trustees Evans, Garvey, Gilhooley, Ryan, Oberhauser and LeClere. Nays: None. Absent: None

Brigid Weber
Village Clerk
Village of Brookfield

/lls

VILLAGE OF BROOKFIELD

CORPORATE WARRANT – 04/11/2016 FOR THE PERIOD 3/29/2016 TO 04/11/2016

TO THE TREASURER OF THE VILLAGE OF BROOKFIELD –

YOU ARE HEREBY AUTHORIZED AND DIRECTED TO MAKE PAYMENT ON THE ITEMS LISTED AND APPROVED BY THE PRESIDENT AND TRUSTEES AND TO CHARGE THE SAME TO THE ACCOUNTS SO DESIGNATED.

******APPROVED FOR PAYMENT – VILLAGE OF BROOKFIELD BOARD******

Corporate Warrant # 04/11/2016 in the Total Amount of \$1,085,195.97

President

Chairman of Finance Committee

Village Manager

Village Clerk

Corporate Warrant-04/11/2016

From Payment Date: 3/29/2016 - To Payment Date: 4/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
PFC - PUBLIC FUND CHECKING									
<u>Check</u>									
19271	03/29/2016	Open			Accounts Payable	Hinsdale Bank and Trust	\$76,144.12		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	032416		03/29/2016	Loan payment for ambulance - Acct #00280048992		\$76,144.12			
19272	03/31/2016	Open			Utility Management	HORVAT, TOM	\$45.00		
19273	03/31/2016	Open			Refund	ELLIS, GEORGE	\$13.13		
19274	04/01/2016	Open			Utility Management	INVITATION HOMES	\$96.66		
19275	04/01/2016	Open			Refund				
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	Accounts Payable	Nothnagel, Roger	\$634.00		
	031416		04/01/2016	electrical work for detectives office expansion		\$295.00			
	031616		04/01/2016	replace ballasts/sockets at WT preschool and village hall		\$227.00			
	032416		04/01/2016	install outlets at fire station 1		\$112.00			
19276	04/05/2016	Open			Utility Management	DOLL, CHARLES	\$2.11		
19277	04/05/2016	Open			Refund				
					Utility Management	KENSINGTON PROPERTIES,	\$37.11		
19278	04/06/2016	Open			Refund				
					Utility Management	HAYES, THOMAS, F	\$41.04		
19279	04/06/2016	Open			Refund				
					Utility Management	COLDWELL BANKER	\$37.11		
19280	04/06/2016	Open			Refund				
					Utility Management	MEHLBERG, K	\$37.11		
19281	04/06/2016	Open			Refund				
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>	Accounts Payable	SSMCTF	\$2,500.00		
	040516		04/06/2016	2016 Membership for SSMCTF		\$2,500.00			
19282	04/06/2016	Open			Accounts Payable	West Suburban Chiefs of Police	\$90.00		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	040616		04/06/2016	Monthly meeting		\$90.00			
19283	04/11/2016	Open			Accounts Payable	A & M Parts Inc.	\$2,307.76		
	<u>Invoice</u>		<u>Date</u>	<u>Description</u>		<u>Amount</u>			
	560526		03/31/2016	emer Imp		\$54.50			
	560925		03/31/2016	brake calipers, brake pads		\$251.02			
	560568		03/31/2016	filter, wire		\$67.00			
	560523		03/31/2016	power window switch		\$108.99			
	560868		03/31/2016	lamp		\$43.10			
	560549		03/31/2016	lubricat		\$121.43			
	560377		04/01/2016	brake fit tube nut, brakeline		\$24.23			
	560378		04/01/2016	double flaring-sae		\$42.95			
	560381		04/01/2016	water pump		\$43.99			
	560808		04/01/2016	gas cap		\$23.36			
	560810		04/01/2016	brake pads, brake rotor, brake caliper w/hardware		\$366.55			
	560822		04/01/2016	emergency/parking brake		\$57.26			
	558200		04/01/2016	spark plug - iridium		\$33.54			
	558983		04/01/2016	battery		\$102.57			

Corporate Warrant-04/11/2016

From Payment Date: 3/29/2016 - To Payment Date: 4/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
	558994		04/01/2016	pair 2 fem			\$2.70		
	5605230		04/01/2016	power window switch			\$108.99		
	561745		04/01/2016	recondition heads			\$380.00		
	374214		04/01/2016	canister purge solenoid			\$22.79		
	560731		04/01/2016	brakeline			\$19.75		
	561038		04/01/2016	double flaring sae, fitting, poly armour brk line			\$52.03		
	559865		04/01/2016	napagold fuel filter, oil filter			\$53.12		
	561839		04/01/2016	chuck			\$36.36		
	561763		04/01/2016	batt cable terminal, napagold oil filter, windshield wash			\$88.60		
	561847		04/01/2016	tie			\$29.27		
	560274		04/01/2016	napagold fuel filter			\$12.66		
	557514		04/01/2016	thermostat, air filter, hose, cylinder head gasket set, bolt set			\$490.33		
	561161		04/01/2016	double flaring-sae			(\$42.95)		
	559884		04/01/2016	napagold fuel filter			(\$5.37)		
	561825		04/01/2016	clp chuc			(\$27.99)		
	561021		04/01/2016	disc pad, double flaring sae, reman brake caliper			(\$397.26)		
	562017		04/01/2016	carb clnr w bskt			\$22.25		
	562059		04/01/2016	lubriplate motor assy			\$7.54		
	562753		04/01/2016	napagold fuel filter, safety gloves, air coupler			\$114.45		
19284	04/11/2016	Open			Accounts Payable	A. Block Marketing, Inc.	\$250.00		
	Invoice		Date	Description			Amount		
	00065682		03/31/2016	tipping fee			\$75.00		
	00065844		04/01/2016	tipping fees			\$175.00		
19285	04/11/2016	Open			Accounts Payable	Adventist Health Partners	\$450.00		
	Invoice		Date	Description			Amount		
	Feb_2016_Treadmi		04/01/2016	Treadmill charges - Feb 2016 service dates			\$130.00		
	030116		04/01/2016	acct #446582 Bhakta Brookfield Fire and Police physicals			\$320.00		
19286	04/11/2016	Open			Accounts Payable	Adventist Health Partners	\$520.00		
	Invoice		Date	Description			Amount		
	Jan_2016_Treadmi		04/01/2016	Treadmill charges - Dec 2015 service dates			\$520.00		
19287	04/11/2016	Open			Accounts Payable	Air One Equipment, Inc.	\$169.75		
	Invoice		Date	Description			Amount		
	111245		03/31/2016	cap body, handwheel w/stem			\$169.75		
19288	04/11/2016	Open			Accounts Payable	Airgas USA, LLC	\$215.57		
	Invoice		Date	Description			Amount		
	9049623459		04/01/2016	hlmt hdgr 170 w20 sers repl, inm 25% cd/ar 300			\$131.57		
	90495575585		04/01/2016	jckt widg imp lthr 30" brn spstrn pckt xl			\$84.00		
19289	04/11/2016	Open			Accounts Payable	Alexander Equipment Co., Inc.	\$708.75		
	Invoice		Date	Description			Amount		
	120676		04/01/2016	rim, tire, shaft, fuel filter			\$708.75		
19290	04/11/2016	Open			Accounts Payable	AMITA Health Medical Group Heart & Vascular	\$39.13		
	Invoice		Date	Description			Amount		
	46024569		04/01/2016	acct #145676, Kevin Pill cv stress			\$39.13		

Corporate Warrant-04/11/2016

From Payment Date: 3/29/2016 - To Payment Date: 4/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19291	04/11/2016	Open			Accounts Payable	AT&T	\$3,288.87		
	Invoice		Date	Description		Amount			
	2016-00000246		04/01/2016	708-Z14-0030 532 9		\$336.13			
	2016-00000247		04/01/2016	708-Z14-0033 533 4		\$336.13			
	2016-00000248		04/01/2016	708-Z14-0045 566 0		\$2,280.48			
	2016-00000249		04/01/2016	708-Z14-0019 530 8		\$336.13			
19292	04/11/2016	Open			Accounts Payable	Blue Cross Blue Shield of IL	\$135,679.15		
	Invoice		Date	Description		Amount			
	2016-00000217		03/31/2016	medical insurance premiums-acct #051133		\$135,679.15			
19293	04/11/2016	Open			Accounts Payable	Bound Tree Medical, LLC	\$101.10		
	Invoice		Date	Description		Amount			
	82070940		03/31/2016	oxygen hose, 6 in, DISS female hand tight x Ohmeda coupler		\$101.10			
19294	04/11/2016	Open			Accounts Payable	BridgePay Network Solutions LLC	\$17.10		
	Invoice		Date	Description		Amount			
	1221		04/01/2016	March 2016 eSuite transactions		\$17.10			
19295	04/11/2016	Open			Accounts Payable	Brookfield/North Riverside Water Commission	\$304,896.80		
	Invoice		Date	Description		Amount			
	040116		04/01/2016	March 2016 water		\$304,896.80			
19296	04/11/2016	Open			Accounts Payable	Carstar Scola's Collision Center	\$1,644.20		
	Invoice		Date	Description		Amount			
	50616		03/31/2016	vehicle repairs		\$1,644.20			
19297	04/11/2016	Open			Accounts Payable	Case Lots, Inc.	\$236.70		
	Invoice		Date	Description		Amount			
	012126		04/01/2016	janitorial supplies		\$236.70			
19298	04/11/2016	Open			Accounts Payable	Cintas Corp	\$116.11		
	Invoice		Date	Description		Amount			
	5004690300		04/01/2016	first aid supplies		\$116.11			
19299	04/11/2016	Open			Accounts Payable	Ciorba Group	\$8,313.68		
	Invoice		Date	Description		Amount			
	22588		04/01/2016	Brookfield Ave over Salt Creek		\$8,313.68			
19300	04/11/2016	Open			Accounts Payable	Comcast	\$10.55		
	Invoice		Date	Description		Amount			
	2016-00000250		04/01/2016	8771 20 167 0009616 - cable at VH		\$10.55			
19301	04/11/2016	Open			Accounts Payable	ComEd	\$632.42		
	Invoice		Date	Description		Amount			
	2016-00000218		03/31/2016	2427077087 - svc @ 4315 Park Concession Stand		\$189.45			
	2016-00000219		03/31/2016	6292126004		\$306.03			
	2016-00000251		04/01/2016	3543076047 - svc @ 9001 Shields		\$136.94			
19302	04/11/2016	Open			Accounts Payable	Cummins Npower LLC	\$129.94		
	Invoice		Date	Description		Amount			
	711-93147		04/01/2016	pump,fuel transfer, washer sealing, gasket cover plate		\$53.52			
	711-93706		04/01/2016	pac, fs		\$76.42			

Corporate Warrant-04/11/2016

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19303	04/11/2016	Open							
	Invoice		Date	Description	Accounts Payable	De Lage Landen Public Finance	\$2,177.00		
	49408698		03/31/2016	copier contracts			\$2,177.00		
19304	04/11/2016	Open			Accounts Payable	Delta Dental Of Illinois - Risk	\$8,603.57		
	Invoice		Date	Description			Amount		
	830619		03/31/2016	Dental Insurance - group #10448-000-00002-00001			\$149.08		
	830618D		03/31/2016	Dental Insurance - group #10448-000-00001-00000			\$8,233.92		
	830618V		03/31/2016	Vision Insurance			\$220.57		
19305	04/11/2016	Open			Accounts Payable	Freeway Ford Truck Sales Inc.	\$3,089.33		
	Invoice		Date	Description			Amount		
	120672		04/01/2016	engine repairs			\$2,188.82		
	474747		04/01/2016	brake kit, rotor asy, element kit			\$900.51		
19306	04/11/2016	Open			Accounts Payable	Gallagher Materials	\$2,705.22		
	Invoice		Date	Description			Amount		
	638502MB		04/01/2016	upm			\$2,705.22		
19307	04/11/2016	Open			Accounts Payable	Garon Products Inc	\$408.41		
	Invoice		Date	Description			Amount		
	70757		04/01/2016	tigercrete, thinset			\$408.41		
19308	04/11/2016	Open			Accounts Payable	Groot Industries, Inc.	\$460.27		
	Invoice		Date	Description			Amount		
	CR125338		04/01/2016	dumping charges			\$460.27		
19309	04/11/2016	Open			Accounts Payable	Grund & Riesterer Architects Inc.	\$670.00		
	Invoice		Date	Description			Amount		
	1612.00-1		03/31/2016	Pump station rendering			\$670.00		
19310	04/11/2016	Open			Accounts Payable	Hoppe Construction	\$1,864.00		
	Invoice		Date	Description			Amount		
	7326		03/31/2016	stone install and remove			\$1,864.00		
19311	04/11/2016	Open			Accounts Payable	Illinois Fire Chiefs Assoc	\$950.00		
	Invoice		Date	Description			Amount		
	FO-160202		03/31/2016	company fire officer Charles Romeo			\$950.00		
19312	04/11/2016	Open			Accounts Payable	Illinois Paper & Copier Co.	\$3,317.54		
	Invoice		Date	Description			Amount		
	IN215479		03/31/2016	copies			\$3,317.54		
19313	04/11/2016	Open			Accounts Payable	Infinity Signs & Printing	\$147.00		
	Invoice		Date	Description			Amount		
	8180		03/31/2016	reflective village of brookfield logo truck decals			\$147.00		
19314	04/11/2016	Open			Accounts Payable	JCM Uniforms Inc.	\$120.00		
	Invoice		Date	Description			Amount		
	717502		03/31/2016	uniforms			\$120.00		
19315	04/11/2016	Open			Accounts Payable	Kara Co Inc.	\$59.00		
	Invoice		Date	Description			Amount		
	317234		03/31/2016	lath 48"			\$59.00		
19316	04/11/2016	Open			Accounts Payable	Koch, Chad	\$680.00		
	Invoice		Date	Description			Amount		
	160330		03/31/2016	martial arts classes			\$680.00		

Corporate Warrant-04/11/2016

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19317	04/11/2016	Open			Accounts Payable	LA Fasteners Inc.	\$18.12		
	Invoice		Date	Description		Amount			
	1-93346		03/31/2016	adapter 3/8 MJ		\$18.12			
19318	04/11/2016	Open			Accounts Payable	Lawson Products, Inc.	\$869.07		
	Invoice		Date	Description		Amount			
	9303981910		03/31/2016	wire rope, zinc plated thimble		\$326.97			
	9303971519		03/31/2016	service parts		\$542.10			
19319	04/11/2016	Open			Accounts Payable	Leslie Heating & Cooling Inc.	\$663.70		
	Invoice		Date	Description		Amount			
	S-20433		03/31/2016	heating repairs at rec house preschool		\$663.70			
19320	04/11/2016	Open			Accounts Payable	Madison National Life Insurance Co.	\$714.94		
	Invoice		Date	Description		Amount			
	1205561		03/31/2016	ins adm fees		\$714.94			
19321	04/11/2016	Open			Accounts Payable	Marathon Sportswear	\$592.57		
	Invoice		Date	Description		Amount			
	159465		03/31/2016	Project Nice tshirts		\$304.92			
	159464		03/31/2016	Project Nice tshirts		\$287.65			
19322	04/11/2016	Open			Accounts Payable	Marshall, MD, Robert, A	\$50.00		
	Invoice		Date	Description		Amount			
	03232016		03/31/2016	employment medical testing		\$50.00			
19323	04/11/2016	Open			Accounts Payable	Mc Allister Equipment Co.	\$495.00		
	Invoice		Date	Description		Amount			
	vp20024		03/31/2016	impact kit		\$495.00			
19324	04/11/2016	Open			Accounts Payable	Menards-Hodgkins	\$1,070.41		
	Invoice		Date	Description		Amount			
	34199		03/31/2016	gloves, carpet tile		\$432.89			
	29237		03/31/2016	smooth fascia		\$26.12			
	28573		03/31/2016	6x1-5/8 construction screw		\$13.67			
	28529		03/31/2016	parts		\$30.36			
	28764		03/31/2016	tools, parts		\$85.44			
	29157		03/31/2016	supplies		\$27.87			
	28523		03/31/2016	modular carpet tile		(\$299.95)			
	29150		03/31/2016	supplies		\$149.23			
	29136		03/31/2016	supplies (paint)		\$169.58			
	28774		03/31/2016	carpet and supplies		\$201.66			
	35133		03/31/2016	smooth fascia		\$52.24			
	29238		03/31/2016	alum trim		\$4.64			
	29467		03/31/2016	janitorial supplies		\$176.66			
19325	04/11/2016	Open			Accounts Payable	Midwest Orthopaedics at Rush	\$32.00		
	Invoice		Date	Description		Amount			
	10659		03/31/2016	rapid drug screen 5 panel		\$32.00			
19326	04/11/2016	Open			Accounts Payable	Miner Electronics Corp	\$571.50		
	Invoice		Date	Description		Amount			
	98743		03/31/2016	miner maintenance contract		\$571.50			

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19327	04/11/2016	Open							
	Invoice		Date	Description	Accounts Payable	NCPERS Group Life Ins.	\$184.00		
	30900416		03/31/2016	life ins premium April 2016			\$184.00		
19328	04/11/2016	Open			Accounts Payable	NICK'S METAL FABRICATING	\$1,175.00		
	Invoice		Date	Description			Amount		
	4106 3/22		03/31/2016	1/4" angles			\$1,175.00		
19329	04/11/2016	Open			Accounts Payable	NICOR	\$41.75		
	Invoice		Date	Description			Amount		
	2016-00000225		03/31/2016	3840 Maple			\$41.75		
19330	04/11/2016	Open			Accounts Payable	Orkin Inc.	\$499.94		
	Invoice		Date	Description			Amount		
	2016-00000255		03/31/2016	pest control - 3830 Maple			\$66.37		
	2016-00000256		03/31/2016	pest control - 4301 Elm			\$49.13		
	2016-00000257		03/31/2016	pest control - 4523 Eberly			\$60.34		
	2016-00000258		03/31/2016	pest control - 4545 Eberly			\$68.36		
	2016-00000259		03/31/2016	pest control - 8820 Brookfield			\$70.79		
	2016-00000260		03/31/2016	pest control - fire stations 1&2			\$117.26		
	2016-00000261		03/31/2016	pest control - train station			\$67.69		
19331	04/11/2016	Open			Accounts Payable	Ortale, Karen	\$446.00		
	Invoice		Date	Description			Amount		
	1477		03/31/2016	interrogation of OFC ANTHONY REYES			\$446.00		
19332	04/11/2016	Open			Accounts Payable	P & G Keene Electrical Rebuilders	\$180.40		
	Invoice		Date	Description			Amount		
	197061		03/31/2016	oe replacement			\$180.40		
19333	04/11/2016	Open			Accounts Payable	Packo, Inc.	\$29.59		
	Invoice		Date	Description			Amount		
	17705		03/31/2016	maintenance kit for 20" sealer			\$29.59		
19334	04/11/2016	Open			Accounts Payable	Quantum EMS LLC	\$1,628.00		
	Invoice		Date	Description			Amount		
	21935		03/31/2016	ambulance child restraint 4pk			\$1,628.00		
19335	04/11/2016	Open			Accounts Payable	Ray O'Herron Co., Inc.	\$339.96		
	Invoice		Date	Description			Amount		
	1617202-IN		03/31/2016	fire uniforms			\$309.96		
	1617762-IN		03/31/2016	embroidery			\$30.00		
19336	04/11/2016	Open			Accounts Payable	Richardson, Anita	\$1,800.00		
	Invoice		Date	Description			Amount		
	2016-3		04/01/2016	COURT, TRAVEL			\$1,800.00		
19337	04/11/2016	Open			Accounts Payable	Rush Truck Center - Chicago	\$569.13		
	Invoice		Date	Description			Amount		
	3001962476		04/01/2016	TRUCK REPAIR			\$569.13		
19338	04/11/2016	Open			Accounts Payable	Sam's Club	\$289.01		
	Invoice		Date	Description			Amount		
	03202016		04/01/2016	FOOD, SUPPLIES			\$289.01		

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19339	04/11/2016	Open			Accounts Payable	SEASPAR	\$32,634.00		
	Invoice		Date	Description		Amount			
	FY15-16 #2		03/31/2016	Member contribution for FY 15-16		\$32,634.00			
19340	04/11/2016	Open			Accounts Payable	Sherwin Williams Co.	\$391.64		
	Invoice		Date	Description		Amount			
	2258-5		03/31/2016	paint		\$133.09			
	2248-6		03/31/2016	paint, frog tape		\$93.54			
	2318-7		03/31/2016	rac 5 tip, green tray, wd 9x3/8, packgsaverlube		\$77.42			
	2604-0		04/01/2016	PAINT & SUPPLIES		\$87.59			
19341	04/11/2016	Open			Accounts Payable	Special T Unlimited	\$222.00		
	Invoice		Date	Description		Amount			
	18347		04/01/2016	SAFETY VESTS- SCREENED BACK		\$222.00			
19342	04/11/2016	Open			Accounts Payable	Standard Equipment Co.	\$918.60		
	Invoice		Date	Description		Amount			
	C11159		03/31/2016	actuator-linear		\$918.60			
19343	04/11/2016	Open			Accounts Payable	Staples Advantage	\$163.92		
	Invoice		Date	Description		Amount			
	8038356708		04/01/2016	OFFICE SUPPLIES		\$39.49			
	3295636308		04/01/2016	OFFICE SUPPLIES		\$62.55			
	3296734278		04/01/2016	OFFICE SUPPLIES		\$45.19			
	3296734279		04/01/2016	OFFICE SUPPLIES		\$16.69			
19344	04/11/2016	Open			Accounts Payable	Suburban Laboratories, Inc.	\$302.50		
	Invoice		Date	Description		Amount			
	132525		04/01/2016	COLIFORM TESTING		\$302.50			
19345	04/11/2016	Open			Accounts Payable	Third Millennium Associates, Inc	\$783.09		
	Invoice		Date	Description		Amount			
	19261		03/31/2016	Feb 2016 lockbox fees		\$783.09			
19346	04/11/2016	Open			Accounts Payable	Unifirst Corporation	\$811.91		
	Invoice		Date	Description		Amount			
	081 1100480		03/31/2016	laundry service		\$154.47			
	2016-00000238		04/01/2016	laundry service		\$154.47			
	2016-00000239		04/01/2016	Village Hall Mats		\$119.85			
	2016-00000240		04/01/2016	Metra Station Mats		\$28.25			
	2016-00000241		04/01/2016	Public Works Mats		\$26.15			
	2016-00000242		04/01/2016	laundry service		\$154.47			
	2016-00000243		04/01/2016	Village Hall Mats		\$119.85			
	2016-00000244		04/01/2016	Metra Station Mats		\$28.25			
	2016-00000245		04/01/2016	Public Works Mats		\$26.15			
19347	04/11/2016	Open			Accounts Payable	Unique Plumbing Inc.	\$39,683.34		
	Invoice		Date	Description		Amount			
	PayEst4		03/31/2016	Prairie Ave Water Main Improvements		\$39,683.34			
19348	04/11/2016	Open			Accounts Payable	USA Bluebook	\$102.28		
	Invoice		Date	Description		Amount			
	895470		04/01/2016	ADJUSTABLE HYDRANT WRENCH		\$102.28			

Corporate Warrant-04/11/2016

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19349	04/11/2016	Open			Accounts Payable	Verizon Wireless	\$2,484.45		
	Invoice		Date	Description		Amount			
	2016-00000235		04/01/2016	cell phones		\$2,269.01			
	2016-00000236		04/01/2016	trustee ipads		\$143.36			
	2016-00000237		04/01/2016	wireless service		\$72.08			
19350	04/11/2016	Open			Accounts Payable	Village of Romeoville Fire Academy	\$660.00		
	Invoice		Date	Description		Amount			
	2016-109		03/31/2016	tactics & strategy II		\$660.00			
19351	04/11/2016	Open			Accounts Payable	Visa	\$9,336.26		
	Invoice		Date	Description		Amount			
	2016-00000227		03/31/2016	admin acct *1803		\$675.84			
	2016-00000228		03/31/2016	recreation acct *0953		\$232.87			
	2016-00000229		03/31/2016	police dept *2090		\$1,706.18			
	2016-00000230		03/31/2016	CEDD account *2025		\$26.49			
	2016-00000232		04/01/2016	admin acct *1795		\$2,512.43			
	2016-00000233		04/01/2016	fire dept *2058		\$2,419.24			
	2016-00000234		04/01/2016	dept of public works *2033		\$1,763.21			
19352	04/11/2016	Open			Accounts Payable	Warehouse Direct Workplace Solutions	\$46.67		
	Invoice		Date	Description		Amount			
	3019548-0		04/01/2016	office supplies		\$46.67			
19353	04/11/2016	Open			Accounts Payable	Wednesday Journal	\$175.00		
	Invoice		Date	Description		Amount			
	16070130		03/31/2016	1/8 horiz 1st mnt camp gde 3 papers		\$175.00			
19354	04/11/2016	Open			Accounts Payable	Wentworth Tire Service	\$239.88		
	Invoice		Date	Description		Amount			
	448216		04/01/2016	e transforce AT, state tire user fee, delivery charge		\$239.88			
19355	04/11/2016	Open			Accounts Payable	West Cook County Solid Waste Agency	\$18,879.09		
	Invoice		Date	Description		Amount			
	0003750-IN		03/31/2016	Disp/Admin fee		\$18,879.09			
19356	04/11/2016	Open			Accounts Payable	Westfield Ford	\$280.48		
	Invoice		Date	Description		Amount			
	611130		04/01/2016	wire asy		\$53.70			
	611143		04/01/2016	stud rear axle		\$19.86			
	611147		04/01/2016	spark plug, coil asy		\$133.18			
	611193		04/01/2016	sensor exhaust		\$73.74			
19357	04/11/2016	Open			Accounts Payable	Wholesale Direct Inc.	\$548.58		
	Invoice		Date	Description		Amount			
	000219886		04/01/2016	2 rear camera system 5.6"		\$548.58			
19358	04/11/2016	Open			Accounts Payable	Worldpoint ECC, Inc.	\$62.95		
	Invoice		Date	Description		Amount			
	5546013		04/01/2016	AHA BLS provider course 3		\$62.95			
19359	04/11/2016	Open			Accounts Payable	Zep Manufacturing Co.	\$701.85		
	Invoice		Date	Description		Amount			
	9002164160		04/01/2016	zep tnt 55gal		\$701.85			

Corporate Warrant-04/11/2016

Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
19360	04/11/2016	Open			Accounts Payable	Kudla, David	\$212.00		
	Invoice		Date	Description		Amount			
	032816		03/31/2016	vision care reimbursement		\$212.00			
19361	04/11/2016	Open			Accounts Payable	Balsiger, Dan	\$350.00		
	Invoice		Date	Description		Amount			
	033016		03/31/2016	Reimbursement for Tactical EMS class		\$350.00			
19362	04/11/2016	Open			Accounts Payable	Harrington, Andrew	\$15.00		
	Invoice		Date	Description		Amount			
	031716		03/31/2016	reimbursement for public operators license		\$15.00			
19363	04/11/2016	Open			Accounts Payable	Powers, David	\$15.00		
	Invoice		Date	Description		Amount			
	031716		03/31/2016	reimbursement for public operators license		\$15.00			
19364	04/11/2016	Open			Accounts Payable	Walke, Mark	\$20.00		
	Invoice		Date	Description		Amount			
	031716		03/31/2016	reimbursement for public applicators license		\$20.00			
19365	04/11/2016	Open			Accounts Payable	GWOREK, L	\$3,750.00		
	Invoice		Date	Description		Amount			
	032816		03/31/2016	Flood mitigation reimbursement		\$3,750.00			
19366	04/11/2016	Open			Accounts Payable	Koch, Camille	\$180.00		
	Invoice		Date	Description		Amount			
	RT3551		03/31/2016	refund for Flowing in Strength		\$180.00			
19367	04/11/2016	Open			Accounts Payable	Woodland Custom Builders	\$3,000.00		
	Invoice		Date	Description		Amount			
	032916		03/31/2016	refund of street/parkway bond, 3419 Vernon #2014-00001127		\$3,000.00			
19368	04/11/2016	Open			Accounts Payable	Beltran, Blanier	\$50.00		
	Invoice		Date	Description		Amount			
	RT3553		03/31/2016	picnic refund		\$50.00			
Type Check Totals:					98 Transactions		\$693,936.89		
EFT									
386	04/01/2016	Open			Accounts Payable	IMRF	\$52,546.62		
	Invoice		Date	Description		Amount			
	2016-00000216		04/01/2016	employee/employer contributions		\$52,546.62			
387	04/01/2016	Open			Accounts Payable	Village of Brookfield	\$327,057.43		
	Invoice		Date	Description		Amount			
	2016-00000252		04/01/2016	salaries		\$327,057.43			
388	04/01/2016	Open			Accounts Payable	Village of Brookfield	\$11,521.67		
	Invoice		Date	Description		Amount			
	2016-00000253		04/01/2016	FICA/Medicare		\$11,521.67			
389	04/01/2016	Open			Accounts Payable	Village of Brookfield	\$133.36		
	Invoice		Date	Description		Amount			
	2016-00000254		04/01/2016	SUI		\$133.36			
Type EFT Totals:					4 Transactions		\$391,259.08		
PFC - PUBLIC FUND CHECKING Totals									
			Checks	Status	Count	Transaction Amount		Reconciled Amount	

Corporate Warrant-04/11/2016

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Number	Date	Status	Void Reason	Reconciled/ Voided Date	Source	Payee Name	Transaction Amount	Reconciled Amount	Difference
					Open	98	\$693,936.89	\$0.00	
					Reconciled	0	\$0.00	\$0.00	
					Voided	0	\$0.00	\$0.00	
					Stopped	0	\$0.00	\$0.00	
					Total	98	\$693,936.89	\$0.00	
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	4	\$391,259.08	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	4	\$391,259.08	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	102	\$1,085,195.97	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	102	\$1,085,195.97	\$0.00
Grand Totals:									
					Checks	Status	Count	Transaction Amount	Reconciled Amount
						Open	98	\$693,936.89	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	98	\$693,936.89	\$0.00
					EFTs	Status	Count	Transaction Amount	Reconciled Amount
						Open	4	\$391,259.08	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Total	4	\$391,259.08	\$0.00
					All	Status	Count	Transaction Amount	Reconciled Amount
						Open	102	\$1,085,195.97	\$0.00
						Reconciled	0	\$0.00	\$0.00
						Voided	0	\$0.00	\$0.00
						Stopped	0	\$0.00	\$0.00
						Total	102	\$1,085,195.97	\$0.00

ORDINANCE NO. 2016 - 19

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 11TH DAY OF APRIL 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 11th day of April 2016

ORDINANCE NO. 2016 - 19

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS 8 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class 8 liquor license, which is temporary in nature, for the retail sale of alcoholic liquor to be consumed on the premises in conjunction with events of short duration such as festivals, picnics and banquets by certain not-for-profit organizations or other public function the Liquor Commissioner deems appropriate;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-16 of the Village of Brookfield Code of Ordinances provides that the number of Class 8 liquor licenses shall not exceed three (3);

WHEREAS, the available Class 8 liquor licenses have been issued to other applicants;

WHEREAS, there is an application currently pending for the issuance of an additional Class 8 liquor license submitted by the Brookfield Chamber of Commerce for its Street Dance to be held Saturday, May 21, 2016, from 5:00 p.m. until 11:00 p.m. on Broadway Avenue, Brookfield, Illinois;

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class 8 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class 8 Liquor License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed four (4).
- (13) The total number of Class 9 licenses shall not exceed zero (0).

- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed three (3).

[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.]

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 11th day of April 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 11th day of April 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 11th day of April 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

ORDINANCE NO. 2016 - 20

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 11th day of April 2016**

Published in pamphlet form by
authority of the Corporate
Authorities of Brookfield, Illinois,
the 11th day of April 2016

ORDINANCE NO. 2016 – 20

**AN ORDINANCE AMENDING CHAPTER 6 OF THE VILLAGE OF BROOKFIELD
CODE OF ORDINANCES TO INCREASE THE MAXIMUM NUMBER OF
CLASS S3 LIQUOR LICENSES**

WHEREAS, the Village of Brookfield is authorized by the Illinois Municipal Code, 65 ILCS 5/4-1, to regulate and restrict the licensing of retail liquor establishments within the boundaries of the Village;

WHEREAS, Section 06-98 of the Village of Brookfield Code of Ordinances, as amended, provides for the issuance of a Class S3 liquor license, which is a license subsidiary to a Class 8 liquor license only, for the retail sale of alcoholic liquor on public property including, without limitation, a park, playground, public right-of-way or building belonging to or under the control of the Village of Brookfield;

WHEREAS, Section 06-84, as amended by Ordinance No. 2016-17, of the Village of Brookfield Code of Ordinances provides that the number of Class S3 liquor licenses shall not exceed three (3);

WHEREAS, the available Class S3 liquor licenses have been issued to other applicants;

WHEREAS, there is an application currently pending for the issuance of an additional Class S3 liquor license submitted by the Brookfield Chamber of Commerce for its Street Dance to be held Saturday, May 21, 2016, from 5:00 p.m. until 11:00 p.m. on Broadway Avenue, Brookfield, Illinois; and

WHEREAS, the corporate authorities of the Village of Brookfield deem it to be in the best interests of the Village and its residents to create a Class S3 liquor license to accommodate the currently pending license application;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. Recitals.

The facts and statements contained in the preambles to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Creation of a Class S3 License.

Section 06-84 entitled "Limitation on the Number of Licenses" of the Village of Brookfield Code of Ordinances, as amended, be and is hereby further amended to read in its entirety as follows:

The maximum number of licenses that may be issued for each class shall be as follows:

- (1) The total number of Class 1 licenses shall not exceed two (2).
- (2) The total number of Class 2 licenses shall not exceed ten (10).
- (3) The total number of Class 2A licenses shall not exceed zero (0).
- (4) The total number of Class 2B licenses shall not exceed one (1).
- (5) The total number of Class 2C licenses shall not exceed one (1).
- (6) The total number of Class 3 licenses shall not exceed eight (8).
- (7) The total number of Class 4 licenses shall not exceed three (3).
- (8) The total number of Class 5 licenses shall not exceed three (3).
- (9) The total number of Class 6 licenses shall not exceed three (3).
- (10) The total number of Class 7 licenses shall not exceed one (1).
- (11) The total number of Class 7A licenses shall not exceed (1).
- (12) The total number of Class 8 licenses shall not exceed four (4).
- (13) The total number of Class 9 licenses shall not exceed zero (0).

- (14) The total number of Class 10 licenses shall not exceed one (1).
- (15) The total number of Class 11 licenses shall not exceed one (1).
- (16) The total number of Class 12 licenses shall not exceed two (2).
- (17) The total number of Class S licenses shall not exceed eight (8)
- (18) The total number of Class S1 licenses shall not exceed zero (0).
- (19) The total number of Class S2 licenses shall not exceed zero (0).
- (20) The total number of Class S3 licenses shall not exceed four (4).

Section 3. Effective Date.

This Ordinance shall take effect upon its passage, approval and publication in pamphlet form.

ADOPTED this 11th day of April 2016 pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 11th day of April 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office
and published in pamphlet form
this 11th day of April 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Resolution No. 2016-1025

**A RESOLUTION APPROVING THE 2016
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

WHEREAS, the Village of Brookfield, Cook County, Illinois desires to submit an application for Community Development Block Grant funds; and,

WHEREAS, the Village of Brookfield, Cook County, Illinois gives the following assurances and certifies with respect to the grant;

1. The President and Board of Trustees of the Village of Brookfield, Cook County, Illinois posses the legal authority to accept the grant and execute the proposed programs; and,
2. The Village Board has duly adopted this Resolution, authorizing the filing of the statement, including all understandings and assurances contained herein, and directing and authorizing the President as the official representative of the grantee, to act in connection with the grant request and to provide such additional information as may be required; and

NOW, THEREFORE BE IT RESOLVED BY the President and Board of Trustees of the Village of Brookfield as follows:

Section 1. That a Request is hereby made to the County of Cook, Illinois for Community Development Block Grant (CDBG) funds for the program year 2016 in the amount of \$400,000 for the following project: 2017 Street Improvements Project, as identified in the Village of Brookfield's 2016 Program Year application.

Section 2. That the Village President and Village Manager are hereby authorized to sign the application and various forms contained therein, make all required submissions and do all things necessary to make application for the funds requested in Section 1 of this Resolution, a copy of which application is on file with the Clerk.

Section 3. That the Village President is hereby authorized to certify that matching funds which have been identified as supporting its projects as set out within the application will be made available upon the approval of the projects by the County of Cook, Illinois or the prorated share thereof.

Passed and approved this 11th day of April, 2016.

By: _____
Kit P. Ketchmark, President
Village of Brookfield

ATTEST: _____
Brigid Weber, Clerk
Village of Brookfield

(SEAL)

VILLAGE OF BROOKFIELD)
COUNTY OF COOK) SS
STATE OF ILLINOIS)

CERTIFICATION

I, THE UNDERSIGNED, BRIGID WEBER, do hereby certify that I am the duly elected and qualified Village Clerk of the Village of Brookfield, Illinois, and that as such I am the keeper to the records, ordinances, files and seal of the said Village of Brookfield; and

I, HEREBY FURTHER CERTIFY that the attached constitutes a full true and correct Copy of **Resolution No. 2016-1025 being “A Resolution Approving the 2016 Community Development Block Grant Application”**, passed by the President and Board of Trustees at their Regular Village Board meeting of April 11, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official Corporate Seal of the said Village of Brookfield this 11th day of April, 2016.

Brigid Weber
Village Clerk

SEAL



Toni Preckwinkle
President
Cook County Board of Commissioners

COOK COUNTY
Bureau of Economic Development
Community Development Block Grant Program
(CDBG)
2016 Program Year
Capital Improvement/Demolition and
Economic Development Project
Application

VILLAGE OF BROOKFIELD
Applicant Municipality/Agency

Kit P. Ketchmark, Village President
Applicant's Name and Title
(Mayor, President, Supervisor, Chief Executive Officer, Executive Director)

Toni Preckwinkle, President
Cook County Board of Commissioners

Cook County Department of Planning and Development
69 West Washington, Suite 2900
Chicago, Illinois 60602

Susan M. Campbell, Director

March 2016



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

APPLICATION CHECKLIST

The following attachments are required and **must** be submitted as part of this application, if applicable. Please place a check mark next to each item as appropriate.

- ☒ All required sections of the application are complete.
- ☒ Project map (see page 5)

Public Agency (Municipal/Township) (Form samples are attached.)

- ☒ Resolution and Certification of Resolution – (See Forms A-1/A-2 and A-3)
- ☒ Estimated Matching Funds Certification - Form B
- ☒ Maintenance of Effort and Project Sustainability - Form C
- ☒ Fair Housing Action Plan - Form D
- ☒ Audited Financial Statements (most current) - Submit your A133 Single Audit, if applicable. Otherwise, submit your latest audited financials. If you do not have audited financials, you may submit other financial documents for consideration. Audited financials are preferred.
- ☐ Demolition Application, if applicable.

Non-Profit Agency (Form samples are attached.)

- ☐ Resolution and Certification of Resolution – (See Forms A-2 and A-3)
- ☐ Estimated Matching Funds Certification - Form B
- ☐ Maintenance of Effort and Project Sustainability - Form C
- ☐ List of Board of Directors
- ☐ Copy of 501(c)3
- ☐ Current Certificate of Good Standing (dated within the last 45 days)
- ☐ Copy of Articles of Incorporation or Copy of Amended Articles of Incorporation, if amended, **from the Illinois Secretary of State.**
- ☐ Audited Financial Statements (most current) - Submit your A133 Single Audit, if applicable. Otherwise, submit your latest audited financials. If you do not have audited financials, you may submit other financial documents for consideration. Audited financials are preferred.

Note: You will lose points for each of the above items that is missing from your submitted application package. For more about application scoring, please see the application guide.

Please return one hard copy of all application materials to the following:

Cook County Department of Planning and Development
Attn: Ms. Sonia Brown
69 West Washington Street, Suite 2900
Chicago, IL 60602

In addition to the hard copy, please submit an electronic copy of the application PDF (as well as any additional pages used to answer application questions) to sonia.brown@cookcountyil.gov

**The deadline for submitting all applications is: Friday, APRIL 22, 2016, 4:00PM
(Applications received after this date and time will not be accepted. No exceptions.)**



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

APPLICANT INFORMATION SHEET

Applicant Name: Village of Brookfield

Mayor / Chief Executive Officer Name: Kit P. Ketchmark, Village President

E-mail Address: kketchmark@brookfieldil.gov

Contact Person Name & Title: Keith Sbiral, Village Manager

E-mail Address: ksbiral@brookfieldil.gov

Telephone: 708-485-7344 *Fax:* 708-485-4971

Applicant Website Address: www.brookfieldil.gov

Total Amount Requested: \$400,000.00

Total Matching Funds, if applicable: \$375,466.50

Note: Matching funds, though not required for CDBG, are encouraged and will be looked upon favorably during application review. Matching funds will be expected for facility projects and will be assessed based on the income level of the service area / beneficiaries.

*The signature below must be from the person authorized in the resolution supporting the application.

Signature _____

April 11, 2016

Date

Kit P. Ketchmark, Village President

Title



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

APPLICANT INFORMATION SHEET (CONT'D)

2016 PROGRAM YEAR - October 1, 2016 through September 30, 2017

Please complete all pages for each project, as applicable.

Applicant Address: 8820 Brookfield Avenue

City: Brookfield Illinois Zip Code: 60513-1602
(include full ZIP + 4)

Project Manager
(if different from
contact person): Keith Sibral, Village Manager

E-Mail: ksibral@brookfieldil.us

Telephone: 78-485-7344 Fax: 708-485-4971

County Commissioner District #: 16 and 17

Project Title: 2017 Street Improvements Project

Is this project consistent with [Cook County's 2015-2019 Consolidated Plan](#)? If no, **"STOP"**. ☒ Yes ☐ No
(See related question on page 6.)

Is this capital improvement project a continuation of a prior year project? ☐ Yes ☒ No
(If yes, please specify how this project links and the anticipated completion dates. (Please attach your statement.)

Is your agency a faith-based entity? ☐ Yes ☒ No

Activity Category:

CAPITAL IMPROVEMENT PROJECTS

- ☒ Infrastructure
- ☐ Public Facility
- ☐ Non-Profit Facility
- ☐ Demolition
- ☐ *Economic Development

*Please refer to the CDBG Application Guide for guidelines regarding economic development activities.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

National Objective: *(Check One)*

CDBG requires that each activity funded, except for program administration and planning activities, must meet one of the three national objectives outlined below. An activity that does not meet a national objective is not compliant with CDBG requirements and is therefore ineligible for funding. Applicants are strongly encouraged to consult the application guide for more detailed information.

☒ **Benefit to low- and moderate income (LMI) persons**

1. **Area Benefit Activities** benefit all residents in a particular area, where at least **51%** or **50.3%** of the people are low- and moderate-income. The service area of the project must be specifically identified and the area must be primarily residential (see the Appendix of the application guide for details).
2. **Limited clientele activities** benefit low- and moderate-income persons without regard to the area being served. At least **51%** of the persons participating in the activity must be low- and moderate-income and the activity must meet one of the following criteria (see application guide for details):
 - Presumption of low- and moderate-income: the activity serves persons who are presumed to be low- and moderate-income: abused children; battered spouses; elderly persons; severely-disabled adults; homeless persons; illiterate adults; persons living with AIDS and migrant workers; or
 - Income Guidelines: the activity must have eligibility requirements which limit the activity exclusively to low- and moderate-income persons, or income must be documented.
3. **Housing activities** that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by at least 51% low- and moderate-income households.
4. **Job creation or retention activities** designed to create or retain permanent jobs, at least 51% of which (computed on a full-time equivalent basis) will be made available to or held by low- and moderate-income persons.

☐ **Aid in the prevention or elimination of slums or blight**

Prevent or eliminate slum and blight on an area basis, or eliminate specific conditions of blight or physical decay on a spot basis that are not located in a slum or blighted area.

☐ **Meet a need having a particular urgency (Demolition Projects Only)**

Use of the urgent need national objective category is rare. It is designed only for activities that alleviate emergency conditions. Activities qualified under urgent need must meet the following criteria:

- The existing conditions must pose a serious and immediate threat to the health or welfare of the community;
- The existing conditions are of recent origin or recently became urgent (generally, within the past 18 months);
- The grantee is unable to finance the activity on its own; and
- Other sources of funding are **not** available.

Does this project meet a National Objective and other eligibility requirements, as noted in HUD's 24 CFR Part 570.201 regulations?

(Please refer to the 2016 CDBG Application Guide for details.) If no, **"STOP"**.

☒ Yes

☐ No



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

DUNS Number (Required For Funding): 070234661

FEIN Number: 36-6005807

CFDA Number: 14.218

If acquisition is required for this project, is the property vacant? ☐ Yes

☐ No

If yes, please specify how long property has been vacant. _____

PROJECT NEED AND JUSTIFICATION

For the questions below, please attach additional pages if needed when providing your answers.

Describe the proposed project and designated project area (must be suburban Cook County):

(Provide a DETAILED description and a map that shows the project site and area that will benefit, if applicable. The map should also include any public transit stations (rail and bus) and bicycle facilities. Please also include any applicable photos.)

See Attached Map and Photos

Exact Location/Project Address:

Raymond Ave from Jackson Ave to 31st St; and Garfield Ave from Harrison Ave to Maple Ave

If project is an infrastructure activity, please indicate the following:

Address Start: 3245 Raymond Av; and 9350 Garfield Av

Address End:

3101 Raymond Av; and 9200 Garfield Av

Linear Feet: 2,640'

Summary of Project Need and Justification: Provide a concise summary of the need for the project and why this project is a priority. If the project is for a community center or other public facility, please indicate who is served or will be served by the facility, and include information about the location of similar facilities; the demand for services in the surrounding area; pedestrian, bicycle and public transit accessibility; and the applicant's financial ability to operate and maintain the facility. *(If additional space is required, please include attachments.)*

The homes in this area are subject to basement flooding from backups of the combined sewer system which is costly to repair. The project will improve the deteriorated street pavement, repairs to the combined sewer system, and the installation of a flow restrictor in each drainage structure to help reduce the frequency of basement backups.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

Specific Anticipated Accomplishments: *(Please provide details of the proposed activity. If additional space is required, please include attachments.)*

This project will repair/restore approximately 2,640 lineal feet of deteriorated roadway pavement, including the installation of: 5,280 feet of curb and gutter, 5,850 square feet of sidewalk, 200 square feet of ADA compliant pedestrian ramps at street returns, resurfacing 7,440 square yards of pavement with Hot-Mix Asphalt, repairing or replacing drainage structures, landscape restoration, pavement markings and other related work.

Please describe how your agency's proposed project is consistent with Cook County's new 2015-2019 Consolidated Plan. The plan can be found here:

<http://blog.cookcountyil.gov/economicdevelopment/planning-for-progress/>

This project will improve deteriorated street pavements in a low-moderate income area. The homes in this area are subject to basement flooding from backups of the combined sewer system which is costly to repair. The project will include repairs to the combined sewer system and the installation of a flow restrictor in each drainage structure both of which will help to reduce the frequency of basement backups.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

Specific Outcome Indicators

Anticipated Number of Persons to be Assisted (Infrastructure & Public Facility Projects)

(For municipal infrastructure projects, census tract or block group data is permissible.)

With NEW access to service or benefit

With IMPROVED access to service or benefit

490

Anticipated Number of Businesses to be Assisted (For Profit & Non Profit))

With NEW access to service or benefit

With IMPROVED access to service or benefit

N/A

Anticipated Economic Development Impact (if applicable)

Estimated number of jobs created

Estimated number of jobs retained

N/A

Estimated amount of taxes generated

Estimated number of businesses retained and/or recruited

Anticipated Number of Housing Units Assisted (if applicable)

Estimated number of units occupied by low- or moderate income households

N/A



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

CAPACITY AND SKILLS TO EXECUTE THE PROJECT

PREVIOUSLY FUNDED APPLICANTS:

Does your municipality or agency have any CDBG project balances, ☐ Yes ☒ No with the exception of a current Program Year 2015 grant?

If so, please explain why the project(s) currently have balances and the planned steps to expend remaining funds. Please specify expected deadlines for expending the remaining funds.

Does your municipality or agency have any outstanding CDBG performance reports, HUD reports or monitoring findings? ☐ Yes ☒ No

If so, please identify the project(s) via project number(s) and explain why the project(s) currently have outstanding performance reports, HUD reports or monitoring findings. Cook County maintains reporting records and will be verifying this information. Outstanding performance reports/HUD reports/monitoring findings can be submitted with the application, or preferably prior to submission of the application.

NEW AND PREVIOUSLY FUNDED APPLICANTS:

Has your municipality or agency previously initiated similar projects (whether with CDBG or other funding)? ☒ Yes ☐ No

If so, please describe the capital project(s) previously completed and the outcome(s).

The Village of Brookfield has consistently completed annual roadway improvements programs using MFT and general village funding.

the most recent programs was the 2015 Street Improvements Program which included similar scope of work on four (4) sections of roadway (total of 4,000 feet of roadway improvements).



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

LEVERAGING OTHER FUNDING

If applicable, please describe how your municipality or agency will leverage other funds, public or private, over the long-term to support similar projects and reduce reliance upon Cook County CDBG funding. *(If applicable, please complete and certify "FORM B: ESTIMATED MATCHING FUNDS CERTIFICATION" included in this application.)*

The Village has continually reviewed sources for funding, utilizing grant funds, MFT allotments, village general funds, and where eligible TIF funding from existing districts to improve its infrastructure and maintain its roadways.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROPOSED PROJECT BUDGET (Clarity and Reasonableness of Proposed Costs)

STAFF SALARIES, IF APPLICABLE (3 Person Limit)

Position	(A) Annual Salary	(B) % of time spent on project	(A) multiplied by B) Salary allocated for project	Salary CDBG Portion	Project Match (In-Kind)
N/A					
TOTAL SALARIES					

Please note: Fringe benefits and indirect costs are not applicable for Capital, Demolition or Economic Development Projects.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROPOSED PROJECT BUDGET (CONT'D) (Clarity and Reasonableness of Proposed Costs)

LINE ITEM BUDGET

Project Activity	CDBG Funds	Matching Funds	TOTAL
Capital Improvements	400,000.00	268,866.50	668,866.50
Public Facilities			
Demolition			
Economic Development			
Total Project Activity	400,000.00	268,866.50	668,866.50

Project Delivery	CDBG Funds	Matching Funds	TOTAL
Staff Salaries			
Postage			
Printing			
Publication/Notices			
Project Travel @ \$0.540 per mile			
Total Project Delivery			

*Professional Services	CDBG Funds	Matching Funds	TOTAL
Engineering	0.00	106,600.00	106,600.00
Architectural			
Legal			
Accounting (except Single Audit)			0.00
Other:			
Total Professional Services		106,600.00	106,600.00
Grand Total (Project Activity, Project Delivery & Prof. Services)	400,000.00	375,466.50	775,466.50

**Professional Services MUST be procured if you are using CDBG funds.*

{Please attach any construction cost estimates, preferably provided by a certified engineer.}



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROJECT ELIGIBILITY

Please see the Application Guide for more information on eligibility.

A. AREA BENEFIT: (if applicable)

Total percentage of low and moderate-income persons served in area:

Census Tract	Block Group	% Low/Mod Income
8188.00	1	0.55

(Please see the 2016 CDBG Application Guide for appropriate website links.)

B. LIMITED CLIENTELE BENEFIT: (if applicable)

N/A

1. Presumed Benefit

Qualifying group _____

Number of persons served _____

2. Low- and Moderate-Income Persons* Served

Moderate-income (61-80% of AMI) _____

Low-income (51-60% of AMI) _____

- OR - Very Low (31-50% of AMI) _____

Extremely Low (<30% of AMI) _____

Total Served (add above lines) _____

Number of Female-Headed Households _____

*How will income be verified? Check below:

- ☐ Income Verification Request Forms (Attach a sample of the form you will use.)
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self-Certification (You must request source documentation for 20% of certifications and must inform the beneficiary that all sources of income and assets must be included when calculating annual income)



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

READINESS TO PROCEED

Summary of Project Readiness: Please indicate if all funds have been secure for this project and the date project is ready to start. Please describe any obstacles that will prevent this project from starting on time. Please explain if this project will require phases/multi-year to complete. *(If additional space is required, please include attachments.)*

The funds for this project are being included in this FY 2016/2017 budget being prepared at this time. Once programmed funds will be available upon execution of the Subrecipient Agreement.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

PROJECT COMPLETION SCHEDULE

Capital Improvement Projects - Please provide a detailed timeline outlining specific plans for completing this project within 12 months after issuance of the "Authorization to Incur Grant Costs", including but not limited to project specification development, bid and contractor procurement, preconstruction, construction and completion schedule. Assume that the authorization to incur grant costs will be issued by 12/31/16. Construction should begin in the spring to the extent possible.

January 2017 (Notice to Proceed Issuance)
February 2017 Prepare Plans and Specifications
March 2017 Submit Plans and Specifications to the County for Review
April 2017 Advertise for Bids/Open Bids/Award Contract
May 2017 Pre-construction Meetings/Activities
June 2017 Construction
July 2017 Construction
August 2017 Construction
September 2017 Project Completion
October 2017
November 2017
December 2017 (Project Completion, if not earlier)



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

BROADER CONTEXT OF PROJECT

Please describe how your agency's proposed project is part of a broader organizational strategic plan or vision, and/or consistent with an existing local plan (e.g., comprehensive plan, capital improvement plan) or a plan produced through CMAP's Local Technical Assistance Program, RTA's Community Planning Program, or similar programs. (In addition to your narrative response below, please provide a copy of or a link to relevant plans, pages, etc.)

The conditions of all roadways in the Village were evaluated in 2013. The proposed project would address a section of roadway which was identified for improvements within the next couple of years.

Does your proposed project connect to a geographic target area or to other recent projects? If so, describe the connection. Please provide a map showing recent investments/developments and the proposed 2016 project. This question applies to demolition projects as well as construction and facility improvements.

This project will be a continuation of the Village of Brookfield's Annual Street Improvement Program. An exhibit showing past Street Improvements for this area has been attached.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

BROADER CONTEXT OF PROJECT (CONT'D)

If you are proposing an infrastructure improvement, how are you considering storm water management, flood issues or "Complete Streets" in the design of the project, where applicable? Cook County encourages applicants to consider these broader impacts of the proposed project. We will be examining proposals in the context of local flooding data, as well as assessing a project's impact on making the County less auto dependent. Please also describe any sustainable or resilient features of the proposed project.

The Village of Brookfield has an undersized combined sewer system and as such the residents frequently experience basement backups.

The proposed improvements will include the installation of flow restrictors into the drainage structures to release the water in a slower, more controlled manner that will not surcharge the sewer system so quickly and will therefore help alleviate some of the basement backups.

Regional Collaboration

Does your proposed project offer or support a plan for regional or sub-regional collaboration?

☐ Yes

☒ No

Is your proposed project consistent with the [GO TO 2040 comprehensive regional plan](#)?

☐ Yes

☒ No

Please describe how your efforts are related to regional or sub-regional collaboration and/or is consistent with GO TO 2040.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

Innovative or Creative Aspects of Proposal

Does your proposed project include innovative aspects?

☐ Yes

☒ No

If yes, please describe the creative elements of your proposal?

Economic Development Activities

Does your proposed project directly or indirectly facilitate economic development using any of the activities described below? (check all that apply):

☐ Business Incubator

☐ Commercial/Industrial Rehabilitation/Improvements

☐ Economic Development Infrastructure Projects

☐ Façade Improvements

N/A

☐ Non-Profit Business And Technical Assistance

☐ Micro-Enterprise Assistance

☐ Public Facilities

Economic Development Impact

Does your proposed project directly or indirectly facilitate economic development targeting the following as major goals? (check all that apply):

N/A

☐ Job Creation

☐ Job Retention

☐ Goods or Services Provision

Please describe how your proposed project will facilitate economic development directly or indirectly, including specifying major goals.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

Does your proposed project/program incorporate any of the following components? (check all that apply):

Capital Improvements

- | | |
|--|--|
| <input type="checkbox"/> Facilitates broadband connectivity ("last mile infrastructure readiness") | <input type="checkbox"/> Incorporates underground utility lines as appropriate |
| <input type="checkbox"/> Improves infrastructure or adds facilities that promote walking, bicycling, or transit access | <input type="checkbox"/> Supports new affordable housing development |

Economic Development

- | | | |
|--|-----|---|
| <input type="checkbox"/> Generates tax revenue | N/A | <input type="checkbox"/> Facilitates additional investments in industrial and/or commercial corridors |
| <input type="checkbox"/> Promotes economic development focused public or non-profit capacity building as part of an existing regional plan | | <input type="checkbox"/> Encompasses foreclosure prevention strategies |
| <input type="checkbox"/> Functions as part of broader Transit Oriented Development (TOD) or Cargo Oriented Development (COD) area | | <input type="checkbox"/> Attracts employers to area of need, or links residents to jobs |

Long Range Planning and Sustainability

- | | |
|--|---|
| <input type="checkbox"/> Promotes energy efficiency improvements | <input type="checkbox"/> Encourages environmentally friendly or green initiatives |
| <input type="checkbox"/> Functions as part of a broader strategic plan or vision | <input type="checkbox"/> Demonstrates ongoing efforts to promote and enforce fair housing practices |
- N/A

Please describe your municipality's ongoing efforts to affirmatively further fair housing.

Please explain how your project supports any of the other boxes checked above.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

Please describe any other funding you currently receive from other departments or agencies of Cook County. If you do receive other Cook County funding, please indicate whether or not that funding supports the activity(ies) you are applying for in this CDBG application.

The Village does not receive funding from other departments or agencies of Cook County.

COOK COUNTY PROGRAM YEAR 2016 CDBG APPLICATION

PAGES 20 – 21 WILL BE THE VILLAGE'S CERTIFIED RESOLUTION SECTION



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM B: ESTIMATED MATCHING FUNDS CERTIFICATION

Matching funds are defined as any local, county, state, federal (other than CDBG) or private funds used in conjunction with CDBG funds to implement or construct a proposed project. This form must be filled out to document matching funds entered on the project budget (page 10-11). **Please note** that the use of special assessments against property owned and occupied by low- and moderate-income persons is prohibited.

In the event that the proposed project is funded at a lesser amount than requested, the matching funds will be reduced in the same proportion. For example, if you request \$100,000 with a \$30,000 (30%) match, and actually receive \$50,000 in block grant funds, your required match will be \$15,000 (30% x \$50,000).

Subrecipients are urged to use matching funds whenever possible.

1. Project Type	Capital Imprv: Street Reconstruction
2. Amount of Matching Funds to Assist Project	\$375,466.50
3. Source(s) of Matching Funds to Assist Project	Village Corporate Funds
4. Timetable of Availability of Matching Funds	Upon Notice to Proceed
5. Designated Use of Matching Funds	Construction and Engineering

The authorized official of the applicant must certify the availability of the above matching funds by signing in the designated area below. Municipal/Agency seal is also required, if available. If there is no seal, please note that below.

Dated this 11th day of April 2016

By: Kit P. Ketchmark, Village President

Print Name – Mayor/Chairman/President

Signature – Mayor/Chairman/President

Attest: Brigid Weber, Village Clerk

Print Name – Clerk/Board Secretary

Signature – Clerk/Board Secretary

{SEAL}



CDBG funds cannot be used for on-going maintenance, building operations and staffing requirements for projects constructed or rehabilitated with CDBG funds. Please provide the following information concerning these costs:

Amount of Annual Funds Required for Maintenance of Effort/Project: \$ 3,000.00

Source of Funds: Village General Funds

Designated Use of Maintenance Funds: (i.e. utilities, staff, equipment, maintenance). An applicant must demonstrate the availability of funding to perform routine maintenance/upkeep on the proposed CDBG project and should strive to have adequate reserves to cover needed larger improvements with less reliance on CDBG funding.

This project will be maintained with use of village general funds for routine maintenance.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

FAIR HOUSING ACTION PLAN - 2016 PROGRAM YEAR

The Secretary of the United States Department of Housing and Urban Development requires that Community Development Block Grant recipients certify that they will comply with Title VIII of the Civil Rights Act of 1968. To fulfill this certification, Cook County requires each **municipal** Subrecipient to take action each year to affirmatively further fair housing.

In accordance with Cook County's revised *Analysis of Impediments to Fair Housing Choice*, please indicate on the list below *all* of the items that currently apply to your municipality:

- ☒ Existence of a fair housing ordinance
- ☒ Existence of a fair housing enforcement body that is responsible for reviewing fair housing complaints
- ☒ An individual identified as the fair housing compliance officer
- ☒ Existence of an action plan for affirmatively furthering fair housing
- ☒ Outreach to the public on fair housing issues via workshops, educational materials, etc.
- ☒ Outreach to housing-related industries including real estate, finance and property management on fair housing issues via workshops, educational materials, etc.
- ☒ Annual fair housing training for municipal staff, especially those answering public phone calls
- ☒ Annual reviews of land use and zoning ordinances and building codes to ensure they are not impediments to fair housing

As part of the application, a municipal Subrecipient must submit a Fair Housing Action Plan. If you already have a plan, you should review it to ensure the plan is still relevant and up-to-date before submission.

The following are examples of actions your municipality can take to affirmatively further fair housing. Please check the appropriate sections that you plan to undertake during this program year. On the attached Form D, provide a narrative of actions to be undertaken and what your agency plans to accomplish during this program year to affirmatively further fair housing.

- ☐ Provide copies of fair housing brochures published and distributed among realtors and other businesses in your community.
- ☐ Provide copies of newspaper articles published locally about fair housing issues in your community.
- ☐ Provide a summary of activities conducted to promote an open community.
- ☐ Enact a Fair Housing Ordinance.
- ☐ Update/Amend your Fair Housing Ordinance, if applicable.
- ☒ Attend Cook County's Fair Housing Seminar.
- ☐ Submit notices, agendas and minutes of Fair Housing meetings sponsored by your municipality.

These points are merely suggestions for the types of actions that are acceptable to demonstrate your community's active commitment to fair housing. Additional or different action may be acceptable as well, and your submissions are not limited to the types listed above.

The County is required to provide documentation supporting its activities in compliance with Title VIII of the Civil Rights Acts of 1968. The activities of Cook County's Subrecipients, therefore, require this documentation. Failure by a municipal Subrecipient to provide complete and accurate information to the County in a timely manner may jeopardize current and/or future funding for that community.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

FORM D: FAIR HOUSING ACTION PLAN Municipalities Only

ACTIONS TO BE UNDERTAKEN FOR THIS 2016 PROGRAM YEAR:

1. Provide educational outreach regarding fair housing by:
 - a. Publish and distribute materials and Village newsletter articles for residents about fairing housing issues and value of living in diverse community.
 - b. Publish and distribute materials for professionals in the housing industry (realtors, builders, lenders, etc.) to promote their obligations under the Community Reinvestment Act and Cook County Human Rights ordinance, including non-discriminatory lending practices and business investment to create a more vibrant and stable community.
2. Regularly review and enforce property maintenance codes and standard procedures for inspections to ensure uniform enforcement of building codes with other municipalities.
3. Regularly review and enforce local building and zoning codes to promote diverse population and worker housing to retain and attract businesses.
4. Provide opportunities for a variety of housing types in accordance with the Village's 2020 Master Plan to ensure decent and affordable housing for low-to moderate-income employees.
5. Continue enforcement of the American with Disabilities Act.
6. Update the Village of Brookfield Fair Housing Ordinance as needed.



2016 CDBG Capital Improvement/Demolition and Economic Development Project Application

AUDITED FINANCIAL STATEMENTS
(Please attach the most current.)

Attached as separate document

RESOLUTION NO. R-2016- 1026

**A RESOLUTION AWARDING A CONTRACT FOR THE INSPECTION AND REPAIR
OF THE UNDERGROUND DIESEL OIL STORAGE TANK FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 11TH DAY OF APRIL 2016

RESOLUTION NO. R-2016- 1026

**A RESOLUTION AWARDING A CONTRACT FOR THE INSPECTION AND REPAIR
OF THE UNDERGROUND DIESEL OIL STORAGE TANK FOR THE
VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Village of Brookfield (hereinafter the "Village"), a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to operate a public works department and a fire department, to operate a fleet of motor vehicles and to provide for the storage of diesel fuel for the fueling of the fleet of motor vehicles for the benefit of the Village and its inhabitants;

WHEREAS, the Village has determined that the Village's underground storage tank for diesel fuel has a leak which is permitting ground water to enter the tank and desires to inspect and repair the underground storage tank;

WHEREAS, the Village has received a satisfactory proposal for the inspection and repair of the underground storage tank from DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. of Aurora, Illinois; and in the opinion of two-thirds of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the inspection and repair of the underground storage tank; and

WHEREAS, in the opinion of two-thirds of the corporate authorities of the Village of Brookfield it is desirable, necessary and in the best interest of the Village to enter into a contract by and between the Village and DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. of Aurora, Illinois, to inspect and repair of the underground storage tank;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: Recitals. The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: Waiver of Competitive Bidding. Not less than two-thirds of the corporate authorities find that the circumstances necessitate and it is in the best interest of the Village to waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the inspection and repair of the underground storage tank.

Section 3: Contract Award. The corporate authorities hereby award DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. of Aurora, Illinois, the contract for the inspection and repair of the underground storage tank subject to the furnishing of the proper bonds and evidence of insurance.

Section 4: Issuance of Notice of Award. The Village President is hereby authorized to execute and the Village Clerk to attest, seal and issue a Notice of Award substantially in the form attached hereto as Exhibit "A" and made a part hereof to DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. of Aurora, Illinois. The Notice of Award shall be accompanied by a sufficient number of contracts with all other written contract documents attached for execution by DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. of Aurora, Illinois. Provided that DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. of Aurora, Illinois,

returns to the Village within ten (10) days of the receipt of the Notice of Award the contract with all other written contract documents attached, properly executed by it, the Village President is authorized to execute and the Village Clerk to attest the contract and other written contract documents substantially in the form attached hereto marked as Exhibit "B" and made a part hereof with such terms therein, consistent with this resolution as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same, subject to review and approval of such contract documents by the Village President and the Village Attorney.

Section 5: Effective Date. This resolution shall take effect immediately upon its approval by two-thirds of all the trustees holding office and adoption in accordance with law.

ADOPTED this 11th day of April 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 11th day of April 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
and published in pamphlet form
this 11th day of April 2016.

Brigid Weber, Clerk of the

Village of Brookfield, Cook County, Illinois

EXHIBIT "A"

**VILLAGE OF BROOKFIELD, ILLINOIS
NOTICE OF AWARD**

TO: DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc.
204 Poplar Place
North Aurora, Illinois 60542

PROJECT DESCRIPTION: Inspection and Repair Underground Diesel Oil Storage Tank - Village of Brookfield, Illinois.

The Village of Brookfield has considered the Proposal submitted by you for the above-described work.

YOU ARE HEREBY NOTIFIED that your proposal has been accepted for the following items at the following prices.

No.	Item	Quantity	Unit	Unit Price	Amount
1	Uncover at the tank, inspect and test the existing underground diesel product piping at the Village of Brookfield Public Works diesel fueling facility including the following: -Work with Village's operator to remove necessary asphalt and concrete from over the existing tank; -Work with Village's vac truck operator to remove gravel from over tank to tank top to uncover existing product piping -Once product piping is found, disconnect from tank and test from tank back to dispenser to see if piping is leak free	2	DAY	\$ 2,500.00	\$ 5,000.00
2	-Permit for installation of new product piping with the Office of the State Fire Marshal -Schedule and attend all required inspections with the Office of the State Fire Marshal -Remove existing dispenser -Work with the Village's operator to excavate over existing piping -Remove and dispose of existing product and vent piping -Haul off and dispose of up to 20 tons of contaminated soils -Supply and install required dispenser sump -Supply and install new double-walled fiberglass Ameron LCX product piping -Supply and install new single-walled fiberglass vent piping -Remove and replace fill and tank gauge probe risers -Supply and install new EBW 5-gallon below-grade spill bucket -Replace existing conduit from building to tank gauge probe -Provide backfill and work with the Village's operator to install -Supply and install new 18" manhole over new probe riser -Pour up to 200 square foot of concrete around all new manholes and fueling island -Reset existing dispenser Excluded from scope of work: -Village permitting -Dewatering of excavations (Ground water must be below tank top) -Any asphalt resurfacing (Village shall be responsible for all new asphalt and asphalt patching) -Supply of excavation equipment (Village to supply back hoe and vac truck as needed)	1	LUMP SUM	\$32,350.00	\$32,350.00

No.	Item	Quantity	Unit	Unit Price	Amount
3	Supply and install new single-hose suction dispenser with new hanging hardware and hose retractor to replace the severely worn out existing dispenser	1	LUMP SUM	\$4,800.00	\$4,800.00
4	<ul style="list-style-type: none"> - Remove existing Petro Vend fuel management system. - Supply and install a OPW/Petro Vend K800 Hybrid system consisting of: <ul style="list-style-type: none"> - FSC3000 Fuel Site Controller- external - 2) K800 Hybrid FIT (Fuel island Terminal) with pedestal, ChipKey reader, weathershield, 2-hose control - Phoenix Plus software - Internal modem - Install the (2) FITs on the fuel island in the same location as the old system. Reconnect existing main power circuits. - Reconnect existing pump control and pulser wiring from the FITs to the dispensers. - Reconnect existing phone line to PSC internal modem. - Install Phoenix Plus software on Village's PC and configure. - Start-up system, configure parameters and test the system, communication, dispensers and pulsers for proper operation. <p>Excluded from scope of work:</p> <ul style="list-style-type: none"> - Repairs or upgrades to existing electrical panels, conduits and circuits beyond what is specifically described. - Village's information technology support to install the Phoenix Plus software and establish communications to the Fuel Site Controller. - Local permit or contractor license fees. 	1	LUMP SUM	\$17,485.00	\$17,485.00
TOTAL					\$ 59,635.00

subject to the furnishing of the proper bonds and evidence of insurance.

You are required to execute the Contract and furnish the required bonds and evidence of insurance within ten (10) calendar days from the date of the receipt of this Notice. If you fail to execute said Contract and to furnish the required bonds and evidence of insurance within ten (10) days from the issuance of this Notice of Award, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your bid as abandoned and as a forfeiture of your bid security. The Village will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Village of Brookfield.

Dated this 11th day of April 2016.

VILLAGE OF BROOKFIELD, ILLINOIS

By: _____
 Kit P. Ketchmark, President of the
 Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
 this 11th day of April 2016.

 Brigid Weber, Clerk of the
 Village of Brookfield, Cook County, Illinois

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. this ____ day of April 2016.

DJK Contractors, Inc., doing business as
Accurate Tank Construction, Inc.

By: _____
Steven W. Trabilsy, President

EXHIBIT "B"

**VILLAGE OF BROOKFIELD
COOK COUNTY, ILLINOIS,
SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE INSPECTION AND REPAIR OF THE UNDERGROUND DIESEL OIL
STORAGE TANK FOR THE VILLAGE OF BROOKFIELD, ILLINOIS**

OFFICE OF THE VILLAGE MANAGER
BROOKFIELD MUNICIPAL BUILDING
8820 BROOKFIELD AVENUE
BROOKFIELD, ILLINOIS 60513
708/485-7344

VILLAGE OF BROOKFIELD

INSPECTION AND REPAIR OF THE UNDERGROUND DIESEL OIL STORAGE TANK

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CONTRACT

This Contract made this 11th day of April 2016 between the Village of Brookfield, the "Village," and DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc., the "Contractor," for the inspection and repair of the underground diesel oil storage tank..

The Contractor hereby agrees as hereinafter set forth:

1. **The Work.** For and in consideration of the payments to be made by the Village to be made Contractor, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

- | No. | Item |
|-----|---|
| 1 | Uncover at the tank, inspect and test the existing underground diesel product piping at the Village of Brookfield Public Works diesel fueling facility including the following: <ul style="list-style-type: none">-Work with Village's operator to remove necessary asphalt and concrete from over the existing tank;-Work with Village's vac truck operator to remove gravel from over tank to tank top to uncover existing product piping-Once product piping is found, disconnect from tank and test from tank back to dispenser to see if piping is leak free |
| 2 | <ul style="list-style-type: none">-Permit for installation of new product piping with the Office of the State Fire Marshal-Schedule and attend all required inspections with the Office of the State Fire Marshal-Remove existing dispenser-Work with the Village's operator to excavate over existing piping-Remove and dispose of existing product and vent piping-Haul off and dispose of up to 20 tons of contaminated soils-Supply and install required dispenser sump-Supply and install new double-walled fiberglass Ameron LCX product piping-Supply and install new single-walled fiberglass vent piping-Remove and replace fill and tank gauge probe risers-Supply and install new EBW 5-gallon below-grade spill bucket-Replace existing conduit from building to tank gauge probe-Provide backfill and work with the Village's operator to install-Supply and install new 18" manhole over new probe riser-Pour up to 200 square foot of concrete around all new manholes and fueling island-Reset existing dispenser <p>Excluded from scope of work:</p> <ul style="list-style-type: none">-Village permitting-Dewatering of excavations (Ground water must be below tank top)-Any asphalt resurfacing (Village shall be responsible for all new asphalt and asphalt patching)-Supply of excavation equipment (Village to supply back hoe and vac truck as needed) |
| 3 | Supply and install new single-hose suction dispenser with new hanging hardware and hose retractor to replace the severely worn out existing dispenser |

No.	Item
4	<ul style="list-style-type: none"> - Remove existing Petro Vend fuel management system. - Supply and install a OPW/Petro Vend K800 Hybrid system consisting of: <ul style="list-style-type: none"> - FSC3000 Fuel Site Controller- external - 2) K800 Hybrid FIT (Fuel island Terminal) with pedestal, ChipKey reader, weathershield, 2-hose control - Phoenix Plus software - Internal modem - Install the (2) FITs on the fuel island in the same location as the old system. Reconnect existing main power circuits. - Reconnect existing pump control and pulser wiring from the FITs to the dispensers. - Reconnect existing phone line to PSC internal modem. - Install Phoenix Plus software on Village's PC and configure. - Start-up system, configure parameters and test the system, communication, dispensers and pulsers for proper operation. <p>Excluded from scope of work:</p> <ul style="list-style-type: none"> - Repairs or upgrades to existing electrical panels, conduits and circuits beyond what is specifically described. - Village's information technology support to install the Phoenix Plus software and establish communications to the Fuel Site Controller. - Local permit or contractor license fees.

and all other incidental work and furnishing of all materials and labor necessary to complete the Work and in full compliance with all of the terms and the requirements of this agreement in strict compliance with the General Conditions, Special Provisions which are essential documents of and made a part of this Contract.

2. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the prices set forth below:

No.	Item	Quantity	Unit	Unit Price	Amount
1	Uncover at the tank, inspect and test the existing underground diesel product piping at the Village of Brookfield Public Works diesel fueling facility including the following: -Work with Village's operator to remove necessary asphalt and concrete from over the existing tank; -Work with Village's vac truck operator to remove gravel from over tank to tank top to uncover existing product piping -Once product piping is found, disconnect from tank and test from tank back to dispenser to see if piping is leak free	2	DAY	\$ 2,500.00	\$ 5,000.00
2	-Permit for installation of new product piping with the Office of the State Fire Marshal -Schedule and attend all required inspections with the Office of the State Fire Marshal -Remove existing dispenser	1	LUMP SUM	\$32,350.00	\$32,350.00

- Work with the Village's operator to excavate over existing piping
 - Remove and dispose of existing product and vent piping
 - Haul off and dispose of up to 20 tons of contaminated soils
 - Supply and install required dispenser sump
 - Supply and install new double-walled fiberglass Ameron LCX product piping
 - Supply and install new single-walled fiberglass vent piping
 - Remove and replace fill and tank gauge probe risers
 - Supply and install new EBW 5-gallon below-grade spill bucket
 - Replace existing conduit from building to tank gauge probe
 - Provide backfill and work with the Village's operator to install
 - Supply and install new 18" manhole over new probe riser
 - Pour up to 200 square foot of concrete around all new manholes and fueling island
 - Reset existing dispenser
- Excluded from scope of work:
- Village permitting
 - Dewatering of excavations (Ground water must be below tank top)
 - Any asphalt resurfacing (Village shall be responsible for all new asphalt and asphalt patching)
 - Supply of excavation equipment (Village to supply back hoe and vac truck as needed)

3	Supply and install new single-hose suction dispenser with new hanging hardware and hose retractor to replace the severely worn out existing dispenser	1	LUMP SUM	\$4,800.00	\$4,800.00
4	- Remove existing Petro Vend fuel management system. - Supply and install a OPW/Petro Vend K800 Hybrid system consisting of: - FSC3000 Fuel Site Controller- external - 2) K800 Hybrid FIT (Fuel island Terminal) with pedestal, ChipKey reader, weathershield, 2-hose control - Phoenix Plus software - Internal modem	1	LUMP SUM	\$17,485.00	\$17,485.00

- Install the (2) FITs on the fuel island in the same location as the old system. Reconnect existing main power circuits.
 - Reconnect existing pump control and pulser wiring from the FITs to the dispensers.
 - Reconnect existing phone line to PSC internal modem.
 - Install Phoenix Plus software on Village's PC and configure.
 - Start-up system, configure parameters and test the system, communication, dispensers and pulsers for proper operation.
- Excluded from scope of work:
- Repairs or upgrades to existing electrical panels, conduits and circuits beyond what is specifically described.
 - Village's information technology support to install the Phoenix Plus software and establish communications to the Fuel Site Controller.
 - Local permit or contractor license fees.

TOTAL

\$ 59,635.00

3. **Contract Time.** The Work will commence upon the execution of the Contract by the Village and the Contractor. The Contractor shall complete the work on or before April 30, 2016, unless an extension of time is granted in accordance with the General Conditions.

4. **Payment.** The Village shall approve payment of and pay to the Contractor any and all amounts due to Contractor consistent with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*). The Contractor shall comply with the requirements of the Local Government Prompt Payment Act (50 ILCS 505/4 *et seq.*).

5. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor as follows:

As soon as the work under this contract is completed and accepted by the Village, the Village will within thirty (30) days submit to the Village board of trustees a final invoice. Within thirty (30) days after approval by the Village board of trustees of the final invoice, payment will be issued to the Contractor.

6. **Assignment of Contract.** The Contract shall be deemed to be exclusive between the Village and the Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason. The Village reserves the right, by written notice to the Contractor, to assign this Contract to the Village's construction manager.

7. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

- a. If to Village:

Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513
Attn: Mr. Keith R. Sbiral, Village Manager

- b. If to Contractor:

DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc.
204 Poplar Place
North Aurora, Illinois 60542
Attn: Steven W. Trabilsy, President

- c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

8. **Entire Contract.** This Contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if attached hereto:

- (a) Addenda, if any (none unless indicated here) _____
- (b) Contractor's Certification
- (c) Contract
- (d) Contract Bond
- (e) General Conditions
- (f) Special Provisions

This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the General Conditions, the terms herein shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor. This Contract is executed that day and year first written above.

9. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract, the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

10. **Termination for Funding.** This Agreement shall become effective only after an appropriation therefor has been made. The Village's obligations hereunder shall cease upon the expiration of the appropriation of funds, without further payment's being required, in any year for which the corporate authorities of the Village or other legally applicable funding source fails to make an appropriation sufficient

to pay such obligation. The Village shall give the Contractor notice of such termination for funding as soon as practicable after the Village becomes aware of the failure of funding.

Village: Village of Brookfield

Contractor: DJK Contractors, Inc., doing business as
Accurate Tank Construction, Inc.

By: _____
Kit P. Ketchmark, Village President
Attest:

By: _____
Steven W. Trabilsy, President
Attest:

By: _____
Brigid Weber, Village Clerk

By: _____
Steven W. Trabilsy, Secretary

VILLAGE OF BROOKFIELD

COOK COUNTY, ILLINOIS

GENERAL CONDITIONS AND SPECIAL PROVISIONS

FOR THE INSPECTION AND REPAIR OF THE UNDERGROUND DIESEL OIL STORAGE

TANK FOR THE VILLAGE OF BROOKFIELD, ILLINOIS

VILLAGE OF BROOKFIELD

8820 Brookfield Avenue
Brookfield, Illinois 60513
(708) 485-7344

GENERAL CONDITIONS

The following General Conditions govern performance of the work. In case of conflict with any part, or parts, of said General Conditions, the Special Provisions hereinafter set forth shall take precedence and shall govern.

SECTION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 101. DEFINITION OF TERMS

Wherever in these General Conditions or in other contract documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

101.01 Abbreviations. Wherever the following abbreviations are used in these General Conditions or on the plans, they are to be construed the same as the respective expressions represented:

AWWA	American Water Works Association
ASTM	American Society for Testing and Materials
IEPA	Illinois Environmental Protection Agency
ISO	Insurance Services Organization
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories
USASI	United States of America Standards Institute

101.02 Calendar Day. Every day shown on the calendar.

101.03 Cataclysmic Event. An occurrence caused exclusively by any of the irresistible forces of nature that is an unexpected, singular event without continued, persistent existence or that is irregularly predictable. The event must occur without the involvement of human causative action, and must not be preventable or capable substantial limitation in its impact by application of human care, skill or foresight. Cataclysmic events include earthquakes, floods, flash floods of surface water caused by heavy rains and runoff water, tornadoes or other cataclysmic phenomena of nature. A flood, defined as water elevation in excess of the channel capability of a river, stream or other body of water, is not a cataclysmic event unless the flood water elevation exceeds the 100-year flood elevation as defined in the contract.

101.04 Contract. The written Agreement between the Village and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the Proposal, Contract and Contract Bond, General Conditions, Special Provisions, general and detailed plans, and any Agreements required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

101.05 Contract Bond. The approved form of security furnished by the Contractor and its surety as a guaranty that the Contractor will execute the work according to the terms of the contract.

101.06 Contract Time. The number of calendar days allowed for completion of the contract, including authorized time extensions. When a calendar date of completion is shown in the proposal, the contract shall be completed on or before that date.

101.07 Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village for performance of prescribed work.

101.08 Equipment. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

101.09 Extra Work. An item of work not provided for in the contract as awarded but found essential and germane to the satisfactory completion of the contract within its intended scope as determined by the Village Manager.

101.10 Materials. Any substances specified for use in the construction of the project and its appurtenances.

101.11 Special Provisions. Additions and revisions to the General Conditions covering conditions peculiar to an individual contract.

101.12 Specifications. The body of directions, provisions, and requirements contained herein, together with written agreements and all documents of any description made or to be made pertaining to the method or manner of performing and paying for the work, the quantities, and the quality of materials to be furnished under the contract.

101.13 Subcontractor. An individual, firm, partnership, or corporation who, with the written consent of the Village Manager, assumes obligation for performing specified work.

101.14 Surety. The corporation, partnership, or individual, other than the Contractor, executing the Contract Bond.

101.15 Village. The Village of Brookfield.

101.16 Village Manager. The Village of Brookfield Village Manager.

101.17 Work. Work shall mean the furnishing of all labor, materials, tools, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the contract. Work may also be used in context to describe, in whole or in part, the completed facilities to be constructed, altered or removed, as detailed in the contract. The Village Manager will have exclusive authority to determine the intent and meaning of the usage of this term wherever it appears in the contract.

SECTION 102. CONTRACT REQUIREMENTS

102.01 Familiarity with Contract Requirements. Prior to execution of the contract, the Contractor:

- (a) Shall carefully examine the provisions of the contract, inspect in detail the site of the proposed work, investigate and become familiar with all the local conditions affecting the contract and become fully acquainted with the detailed requirements of the construction;
- (b) Conclusively assures and warrants to the Village that the Contractor has made these examinations and that the Contractor understands all requirements for the performance of the work;
- (c) Agrees to be responsible for all errors or additional costs resulting from the Contractor's failure or neglect to make these examinations or gain an understanding of the contract requirements; and
- (d) Shall be responsible for any costs, expenses, losses, or change in anticipated profits resulting from such failure or neglect of the undersigned to make these examinations or gain an understanding of the contract requirements.

102.02 Certifications. The executed contract shall be accompanied by a Contractor's Certification in the form provided by the Village. The Contractor shall certify the following:

- (a) **Illinois Taxes.** The Contractor shall certify that, if it is a partnership, it is not, and its general partners are not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1.
- (b) **Bid Rigging.** The Contractor shall certify that, if it is a partnership, it has not and its general partners have not, and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors have not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- (c) **Drug-free Workplace.** The Contractor shall certify that it will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Contractor's workplace;
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition;
 - (c) Notifying the employee that, as a condition of employment on such contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by subparagraph 102(c)(1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under subparagraph 102(c)(1)(c)2 from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(d) **Educational Loan.** The Contractor shall certify that, if it is an individual, it is not; if it is a partnership, its general partners are not; and, if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

(e) **Human Rights Number.** The Contractor shall certify that at the time the Contractor submitted a bid on this contract, the Contractor had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210.

(f) **Prohibited Interest in Contract.** The Contractor shall certify that:

- (1) No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor, or
- (2) If the Contractor's stock is traded on a nationally recognized securities market, no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor; but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village

officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest.

(g) **Gift Ban.**

(1) The Contractor shall certify that no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article VII of the Code of Ordinances, Village of Brookfield, Illinois; and

(2) The Contractor shall certify that the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation Chapter 2, Article VII of the Code of Ordinances, Village, Illinois.

(h) **Substance Abuse.** The Contractor shall certify that in compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

(i) **Patriot Act.** The Contractor shall certify that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

102.03 Contract Bond. The Contractor shall furnish a performance and payment bond with good and sufficient sureties in the full amount of the contract as the penal sum. (*See the Public Construction Bond Act [30 ILCS 550].*) The surety shall be acceptable to the Village, shall waive notice of any changes and extensions of time, and shall submit its bond on the form furnished by the Village of Brookfield.

SECTION 103. RESERVED

SECTION 104. SCOPE OF WORK

104.01 Intent of the Contract. The intent of the contract is to prescribe a complete outline of work that the Contractor undertakes to do in full compliance with the plans and specifications. The Contractor shall perform all work and such additional, extra, and incidental construction as may be necessary to complete

the work. The Contractor shall furnish all required materials, equipment, tools, labor, and incidentals, unless otherwise provided in the contract, and shall include the cost of these items in the unit prices bid for the several units of work. The quantities appearing in the schedule of prices are estimates prepared for the establishment of pay item prices.

Payment to the Contractor will be made for the actual measured quantities performed and accepted or material furnished and accepted according to the contract, and the scheduled quantities may be increased, decreased or omitted as herein provided. Under no circumstances shall the Contractor exceed any established pay item quantity without notification to the Village Manager and receipt of written authorization as provided herein.

104.02 Alterations, Cancellations, Extensions, Deductions and Extra Work. The Village reserves the right to make, in writing, at any time during work, changes in quantities, alterations in work and the performance of extra work to complete the project satisfactorily. Such changes in quantities, alterations and extra work shall not invalidate the contract nor release the surety; and the Contractor agrees to perform the work as altered. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Village Manager may determine to be fair and equitable.

If alterations or changes in quantities do not significantly change the character of the work to be performed under contract, the altered work will be paid for as provided elsewhere in the contract. The term "significant change" shall be construed to apply only when the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or when a major item, defined as an item whose total original contract costs exceeds ten percent (10%) of the total original contract amount, is increased in excess of 125 percent (125%) or decreased below 75 percent (75%) of the original contract quantity.

All alterations, cancellations, extensions, and deductions shall be authorized in writing by the Village Manager before work is started. Such authorizations shall set up the items of work involved and the method of payment for each item. The Contractor shall accept payment for alterations that result in an increase or decrease in the quantities of work to be performed according to the following:

- (a) All increases in work of the type that appear in the contract as pay items accompanied by unit prices shall be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the unit bid prices. No allowance will be made for delays or anticipated profits.
- (b) Extra work which is not included in the contract as pay items at unit prices and is not included in other items of the contract will be paid for according to Article 109.05.
- (c) In cases where the Village cancels or alters any portion of the contract items, items which are partially completed shall be paid for as specified in Article 109.06.

Claims for extra work that have not been authorized in writing by the Village Manager will be rejected.

104.03 Differing Site Conditions. During the progress of the work, if latent physical conditions are encountered at the site of the work differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the Contractor shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village Manager will investigate the conditions, and if he/she determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly. The Village Manager will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

No contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice. No contract adjustment will be allowed for any effects caused on unchanged work. Any adjustment in compensation because of a change or changes resulting from one or more of the conditions described in the foregoing paragraph will be made according to the Provisions of Article 104.02. Any adjustment in contract time because of such change or changes will be made according to the provisions of Article 108.10.

104.04 Final Clean Up. Before leaving the site of any work, all areas disturbed or occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials and equipment; and all parts of the work shall be left in a neat and presentable condition. The Contractor shall clean off all smudges, streaks or drippings, paint smears or drippings, rust stains, oil, grease, dust, dirt, and other foreign materials deposited or accumulated on or in any structure due to the Contractor's operations.

SECTION 105. CONTROL OF WORK

105.01 Authority of Village Manager. All work of the contract shall be completed to the satisfaction of the Village Manager. The decision of the Village Manager shall be final on all questions which may arise, including, but not limited to, the quality and acceptability of materials and work; the manner of performance; acceptable rates of progress on the work; the interpretation of the contract and specifications; the fulfillment of the contract; the measurement of quantities and payment under the contract; and the determination of the existence of changed or differing site conditions.

The Village Manager will notify the Contractor in writing if the work is to be suspended wholly or in part due to the failure of the Contractor to carry out provisions of the contract or failure to carry out orders of the Village Manager. The work may also be suspended at the Contractor's risk for such periods, as the Village Manager may deem necessary, due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work or for any other condition or reason deemed to be in the public interest.

The contract does not require the Village Manager to provide the Contractor with direction or advice on how to do the work. If the Village Manager approves or recommends any method or manner for doing the work, the approval or recommendation shall not guarantee that following the method or manner will result in compliance with the contract, relieve the Contractor of the risks and obligations of the contract, or create liability for the Village.

In case of failure on the part of the Contractor to execute work ordered by the Village Manager, the Village Manager may, at the expiration of a period of 48 hours after giving notice in writing to the Contractor,

proceed to execute such work as may be deemed necessary; and the cost thereof shall be deducted from compensation due or which may become due the Contractor under the contract.

Authority to authorize work or approve changes which do not increase the amount payable to the Contractor or which increase the amount payable to the Contractor by not more than \$20,000.00 may be exercised by a written change order of the Village Manager. Authority to increase the amount payable to the Contractor in all other instances or to extend the Contract Time may only be exercised by written change order signed by the Mayor and authorized by a due and proper vote of the Village Board of Trustees.

105.02 Conformity with Contract. All work performed and all materials furnished shall be in conformity with the contract. All work or material that does not conform to the requirements of the contract will be considered unacceptable. Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or other cause; and unacceptable material shall be removed and replaced or otherwise corrected in an acceptable manner by and at the expense of the Contractor.

The Village reserves the right to accept work produced by the Contractor if the Village Manager finds the noncompliant materials, the finished product in which the noncompliant materials are used, or the nonconforming work are in close conformity with the contract. In this event, the Village Manager shall document the basis of acceptance by contract modification that may provide for an appropriate adjustment in the contract price for such work or materials, as the Village Manager deems necessary, to conform to the determination. The determination of the Village will be based on the best engineering judgment of the Village Manager and shall be final and binding. Work done contrary to instructions given by the Village Manager or any extra work done without written approval given by the Village Manager will be considered unacceptable and will not be paid for under the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

The statement elsewhere in the contract of remedies for the use of unacceptable materials or for unacceptable work shall not be exclusive of the remedies provided in this Article unless expressly provided therein.

Upon failure of the Contractor to comply with any order of the Village Manager made under the provisions of this Article, the Village Manager will have authority to cause the unacceptable work to be corrected, removed or replaced, and to deduct the cost from any monies due or to become due the Contractor.

105.03 Cooperation by Contractor. The Contractor shall give the work constant attention necessary to facilitate the progress thereof and shall cooperate with the Village Manager, appointed inspectors and other contractors in every way possible. The Contractor shall have on the work at all times, as the Contractor's agent, a competent English-speaking superintendent capable of reading and thoroughly understanding the specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the Village Manager or authorized representatives.

105.04 Reserved.

105.05 Reserved.

105.06 Inspection of Work. All materials and each part or detail of the work shall be subject at all times to inspection by the Village Manager. Such inspection may include any material furnished under the General Conditions and Special Provisions. The Village Manager shall be allowed access to all parts of the

work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Village Manager requests, the Contractor shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the General Conditions and Special Provisions. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

105.07 Final Completion. Upon due notice from the Contractor of completion of the entire project, the Village Manager will make an investigation to determine if the work is complete. If all construction provided for and contemplated by the contract is found satisfactorily completed according to all of the requirements of the contract, the Village Manager will notify the Contractor in writing, that the work has been found to be complete.

If the inspection discloses any work, in whole or in part as being unsatisfactory, the Village Manager will give the Contractor the necessary instructions for correction of same; and the Contractor shall immediately comply with such instructions. Upon correction of the work, another investigation will be made. Provided the work has been satisfactorily completed, the Village Manager will notify the Contractor, in writing, that the work has been found to be complete.

SECTION 106. CONTROL OF MATERIALS

106.01 Source of Supply and Quality Requirements. The materials used on the work shall be supplied from the source specified in the General Conditions and Special Provisions and meet all quality requirements of the contract. All materials to be permanently incorporated in the work shall be new unless otherwise specifically prescribed in the contract documents.

106.02 Unacceptable Materials. All materials not conforming to the requirements of the contract at the time they are used shall be considered as unacceptable, and all such materials will be rejected and shall be removed immediately from the site of the work unless otherwise instructed by the Village Manager. If in place, they shall be removed by the Contractor at its expense and replaced with acceptable materials. No rejected material, the defects of which have been corrected, shall be used until approval has been given. Upon failure of the Contractor to comply forthwith with any order of the Village Manager pursuant to the provisions of this Article, the Village Manager shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.

SECTION 107. LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC

107.01 Laws to be Observed. The Contractor shall at all times observe and comply with all federal and state laws, local laws, ordinances, and regulations which in any manner affect the conduct of the work; and all such orders or enactments as exist at the present and which may be enacted later of legislative bodies or tribunals having legal jurisdiction or which may have effect over the work; and no plea of misunderstanding or ignorance thereof will be considered. The Contractor shall indemnify and save harmless the Village and all of its officers, agents, employees, and servants against any claim or liability arising from or based on the

violation of such law, ordinance, regulation, order or enactment, whether by the Contractor or anyone subject to the control of the Contractor.

107.02 Sexual Harassment Policy. The Contractor shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.03 Eligibility for Employment in the United States. The Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Contractor to verify that persons employed by the Contractor are eligible to work in the United States.

107.04 Civil Rights. The Contractor shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.05 Foreign Corporation. Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.06 Confidentiality of Information. Any documents, data, records, or other information relating to the project and all information secured by the Contractor from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Contractor and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.07 Workers' Compensation Insurance. Prior to the approval of its contract by the Village, the Contractor shall furnish to the Village certificates of insurance covering Workers' Compensation, or satisfactory evidence that this liability is otherwise taken care of according to Section 4 (a) of the Workers' Compensation Act of the State of Illinois, as amended.

Such insurance, or other means of protection as herein provided, shall be kept in force until all work to be performed under the terms of the contract has been completed and accepted according to the General Conditions and Special Provisions; and it is hereby understood and agreed the maintenance of such insurance or other protection, until acceptance of the work by the Village, is a part of the contract. Failure to maintain such insurance, cancellation by the Industrial Commission of its approval of such other means of protection as might have been elected, or any other act which results in lack of protection under the said Workers' Compensation Act may be considered as a breach of the contract.

107.08 Selection of Labor. The Contractor shall comply with all Illinois statutes pertaining to the selection of labor, including the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 through 570/7):

(a) Whenever there is a period of excessive unemployment in Illinois, which is defined herein as any month immediately following two (2) consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded five (5%) percent as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, the Contractor shall employ only Illinois laborers. "Illinois Laborers" means any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.

(b) Other laborers may be used when Illinois laborers as defined herein are not available or are incapable of performing the particular type of work involved, if so certified by the Contractor and

approved by the Village Manager. The Contractor may place no more than three (3) of its regularly employed non-resident executive and technical experts, who do not qualify as Illinois laborers, to do work encompassed by this contract during periods of excessive unemployment.

3. This provision applies to all labor, whether skilled, semi-skilled, whether manual or non-manual.

107.09 Employment Preference. The Contractor shall comply with the Veterans Preference Act as amended.

107.10 Equal Employment Opportunity. During the performance of this Contract, the Contractor shall:

(a) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;

(b) If it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized;

(c) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;

(d) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights' Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(e) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

(f) Permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

(g) Include verbatim or by reference provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed so that such

provisions of this contract will be binding upon such Subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such Subcontractor; and further, it will promptly notify the Village and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any Subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

In the event of the Contractor's non-compliance with the provisions of this Article 107.10, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rule and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the Village, and the Contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

107.11 Non-Segregated Facilities. The Contractor shall not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this subparagraph, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, cafeterias and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Contractor shall (except where he has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed Subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that it will retain such certifications in its files.

107.12 Permits and Licenses. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

107.13 Patented Devices, Material, and Processes. If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, whether required or not, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner, guaranteeing the Village indemnity from and against all claims for infringement, and shall include the cost of such agreement in the price bid for the work. It shall be the duty of the Contractor, if so demanded by the Village, to furnish said Village with a copy of the legal agreement with the patentee or owner, and if such copy is not furnished when demanded, then the Village may, if it so elects, withhold any and all payments to said Contractor until said legal agreement is furnished. If a suitable legal agreement with the patentee or owner is not made as required herein, the Contractor and surety shall indemnify and save harmless the Village from any and all claims for infringement by reason of the use of any such patented design, device, material, or process, or any trademark or copyright in connection with the work agreed to be performed under the contract, and shall indemnify the Village for any cost, expense, and damages which it may be obliged to pay by reason of any such infringement at any time during the prosecution or after the completion of the work.

107.14 Public Convenience and Safety. The Contractor shall exercise every precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. The Contractor shall at all times conduct the work in such a manner as to ensure the least inconvenience to the public. The convenience of the general public shall be provided for in an adequate and

satisfactory manner. No work shall be performed during any legal holiday period, except with the written permission of the Village Manager. The legal holidays will include:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

107.15 Protection and Restoration of Property. If private property interferes with the work, the Contractor shall notify, in writing, the owners of such property, advising them of the nature of the interference and shall arrange to cooperate with them for the protection, alteration, restoration or disposition of such property. The Contractor shall furnish the Village Manager with copies of such notifications and with copies of any agreements between the Contractor and the property owners concerning such protection alteration, restoration or disposition. The Contractor shall take all necessary precautions for the protection of private property, such as floors, walls, ceilings and foundations of buildings contiguous to the work, for which the contract does not provide for removal or specify precautions.

The Contractor shall be responsible for the damage or destruction of property of any character resulting from neglect, misconduct, or omission in its manner or method of execution or non-execution of the work, or caused by defective work or the use of unsatisfactory materials, and such responsibility shall not be released until the work shall have been completed and accepted and the requirements of the General Conditions and Special Provisions complied with.

Whenever public or private property is so damaged or destroyed, the Contractor shall, at its expense, restore such property to a condition equal to that existing before such damage or injury was done by repairing, rebuilding, or replacing it as may be directed, or the Contractor shall otherwise make good such damage or destruction in an acceptable manner. If the Contractor fails to do so, the Village Manager may, after the expiration of a period of 48 hours after giving the Contractor notice in writing, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any compensation due, or which may become due, the Contractor under this or any other contract between the Village and the Contractor.

The cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

107.16 Indemnification. To the fullest extent permitted by law, the Contractor shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Contractor arising or in consequence of the performance of the Work by the Contractor. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents and employees, due to the negligent or willful act or omission of the Contractor arising in or in consequence of the performance of this work by the Contractor. The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if

any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the Contractor to indemnify the Village, its officials, agents and employees for their own negligent acts or omissions.

In the event any such claim, lawsuit, or action is asserted, any such money due the Contractor under and by virtue of the contract as shall be deemed necessary by the Village for the payment thereof, may be retained by the Village for said purpose, or in case no money or insufficient money is due to satisfy such claim, lawsuit, or action, the Contractor's Surety shall remain liable for any payment therefor until any such lawsuit, action or claim has been settled or has been fully judicially determined and satisfied.

No inspection by the Village, its employees or agents shall be deemed a waiver by the Village of full compliance with the requirements of the contract. This indemnification shall not be limited by the required minimum insurance coverages provided in the contract.

107.17 Insurance. The Contractor shall obtain and thereafter keep in force the following insurance coverages provided by insurance companies acceptable to the Village and authorized to transact business under the laws of the State of Illinois. The insurance companies providing coverage shall be rated in the Best's Key Rating Guide. The Village will accept companies with a rating not lower than B+ provided the financial size category is VII or larger. Companies rated A- or better shall have a financial size category of not less than VI. Coverage limits shall be written at not less than the minimum specified in this Article. Higher minimum limits and additional coverage may be specified by a special provision elsewhere in the contract. Whether stated in this Article or elsewhere, the Village does not warrant the adequacy of the types of insurance coverage or the limits of liability specified.

(a) Workers' Compensation and Employer's Liability.

(1) Workers' Compensation shall be provided according to the provisions of the Illinois Workers' Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.

(2) Employer's Liability.

- a. Each Accident \$1,000,000
- b. Disease-policy limit \$1,000,000
- c. Disease-each employee \$1,000,000

(b) Commercial General Liability. Required liability insurance coverage shall be written in the occurrence form and shall provide coverage for operations of the Contractor; operations of Subcontractors (contingent or protective liability); completed operations; broad form property damage and hazards of explosion, collapse and underground; and contractual liability. The general aggregate limit shall be endorsed on a per project basis.

- (1) General Aggregate Limit \$2,000,000
- (2) Products-Completed Operations Aggregate Limit \$2,000,000
- (3) Each Occurrence Limit \$1,000,000

The coverage shall provide by an endorsement in the appropriate manner and form, the Village, its officers, and employees shall be named as additional insureds with respect to the policies and any umbrella excess liability coverage for occurrences arising in whole or in part out of the work and operations performed. The Village may accept a separate owner's protective liability policy in lieu of the Village, its officers, and employees' being insureds on the Contractor's policies.

(c) Commercial Automobile Liability. The policy shall cover owned, non-owned, and hired vehicles.

Bodily Injury & Property Damage

Liability Limit: \$1,000,000 - Each occurrence

Any policy shall provide excess limits over and above the other insurance limits stated in this Article. The Contractor may purchase insurance for the full limits required or by a combination of primary policies for lesser limits and remaining limits provided by the umbrella policy.

All insurance shall remain in force during the period covering occurrences happening on or after the effective date and remain in effect during performance of the work and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work until notification of the date of final inspection.

Termination or refusal to renew shall not be made without 30 days' prior written notice to the Village by the insurer, and the policies shall be endorsed so as to remove any language restricting or limiting liability concerning this obligation.

All costs for insurance as specified herein will be considered as included in the cost of the contract. The Contractor shall, at its expense and risk of delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. Coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor from its obligation to indemnify in excess of the coverage according to the contract.

107.18 Minimum Scope of Insurance. Coverage shall be at least as broad as:

(a) Insurance Services Office Commercial General Liability occurrence form CG 0001 with the member named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.

(b) Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."

(c) Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.19 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees

and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.20 Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

107.20.01 General Liability and Automobile Liability Coverages.

- (a) The Village, its officials, agents, employees and volunteers are to be covered as additional insureds as respects liability arising out of the Contractor's work, including activities performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees and volunteers.
- (b) The Contractor's insurance coverage shall be primary as respects the Village, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees and volunteers.
- (d) The Contractor's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Contractor shall be required to name the Village, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

107.20.02 Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees and volunteers for losses arising from work performed by Contractor.

107.21 Verification of Coverage. The Contractor shall, prior to the Village's executing the contract, furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the Village before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to demand full, certified copies of the insurance policies and endorsements. If demanded, the Contractor shall promptly furnish the Village with certified copies of the

insurance policies and endorsements demanded. In no event shall any failure of the Village to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance.

107.22 Subcontractors. The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

107.23 Assumption of Liability. The Contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any Subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

107.24 Contractor Safety Responsibility. Nothing in this contract is intended or shall be construed, unless otherwise expressly stated, to reduce the responsibility of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, from full and complete supervision and achievement of workplace safety. Any inspection of the work conducted by the Village, and the officers and employees of the Village, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their parts nor create any expectation of a duty to anyone, including, but not limited to, third parties regarding workplace safety. In order to insure this and other duties of the Contractor certain indemnification and insurance is required by the contract. Additionally, the Contractor guarantees to the Village a safe workplace shall be provided for all employees of the Contractor and each of its Subcontractors. There shall be no violation by the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable of the applicable standards of the Occupational Safety and Health Act, any other workplace safety act of Illinois, or other workplace safety requirement. The Contractor agrees to require this workplace safety guarantee of all Subcontractors according to Article 108.01, and expressly to require the Village to be a third-party beneficiary of each guarantee.

107.25 Contractor's Responsibility for Work. Except as otherwise provided in this Article, all work of the contract, including work added to the contract, shall be under the charge and care of the Contractor. The Contractor shall protect and maintain the work as completed by the Contractor. The Contractor shall assume the sole responsibility for risk of loss to the work from or by any cause whatsoever, without regard to its state of completion. The Contractor shall rebuild, repair, restore, replace and make good all lost, destroyed or damaged work to the condition required by the contract and shall bear all the expense and costs to do so except when the Village Manager determines the loss, destruction or damage to the work to be caused by a cataclysmic event, an act of the public enemy or an act of a governmental authority. This exception shall not apply should the Village Manager determine that the loss, destruction or damage resulted from the Contractor's failure to take reasonable precautions or to exercise sound engineering and construction practices while conducting the work. The Contractor and Village understand and agree that the definition of what constitutes a cataclysmic event cannot be written with precision, and that application of this exception can be the subject of dispute. Therefore, the Contractor and Village agree that the Village Manager shall determine the occurrence of a cataclysmic event, the eligibility for reimbursement, and the expenses and costs to be reimbursed in accordance with this exception to the Contractor's responsibility for the work. All determinations of the Village Manager shall be final. The Contractor shall have no entitlement to reimbursement, under this or any other article or provision of the contract, for any or all expenses or costs in the absence of the affirmative determination by the Village Manager as to coverage by this exception and the amounts eligible for reimbursement; and the Contractor agrees that the application or denial of the

application of this exception shall not be cause for action in the Circuit Court of Cook County and hereby waives the same.

107.26 Personal Liability of Public Officials. In carrying out any of the provisions of this contract or in exercising any power or authority granted to the Village Manager thereby, there shall be no personal liability upon the Village Manager or authorized representative, it being understood in such matters they act as agents and representatives of the Village. By entering into this contract with the Village, the Contractor covenants and agrees it shall neither commence nor prosecute any action or suit whatsoever against the officers or employees of the Village for any action or omission done or not done in the course of their administration of this contract. The Contractor agrees to pay all attorneys' fees and all costs incurred by the Village, its officers, and employees on account of action or suit in violation of this Article.

107.27 No Waiver of Legal Rights. The Village shall not be precluded or estopped by final acceptance or final payment, or any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor; or from showing any such measurement, estimate, or certificate is untrue or is incorrectly made; or the work or materials do not in fact conform to the contract. The Village shall not be precluded or estopped, by final acceptance, final payment, or any measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or its sureties, or both, such overpayment and damage as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. A waiver on the part of the Village of any right under the contract or of a breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach or right to enforce any provision of the contract.

107.28 Work-Time Restrictions. The erection (including excavation), demolition, alteration or repair of any building other than between the hours of 7:00 a.m. and 6:00 p.m. Monday through Saturday or between the hours of 10:00 a.m. and 6:00 p.m. on Sundays is prohibited, except in case of urgent necessity in the interest of public health and safety, and then only with a permit from the Village Manager, which permit may be granted for a period not to exceed three (3) days or less while the emergency continues and which permit may be renewed for periods of three (3) days or less while the emergency continues. If the Village Manager should determine that the public health and safety will not be impaired by the erection, demolition, alteration or repair of any building or the excavation of streets and highways within the hours of 6:00 p.m. and 7:00 a.m., and if he/she shall further determine that loss or inconvenience would result to any party in interest, he/she may grant permission for such work to be done within the hours of 6:00 p.m. and 7:00 a.m., upon application's being made at the time the permit for the work is awarded or during the progress of the work.

107.29 Dust Control. The Contractor shall be responsible for controlling the dust and air-borne dirt generated by its construction activities. The Contractor shall implement dust-control procedures if conditions or concerns for health and safety to the public using the facilities warrant. When circumstances warrant, the Contractor shall develop specific types of control techniques appropriate to that specific situation. The cost of this work shall be included in the unit prices bid and no additional compensation will be allowed.

107.30 Substance Abuse Prevention. In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor shall be a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or shall have in place and shall enforce a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.

107.31 Public Works Employment Discrimination Act. The Contractor shall not refuse or deny any person employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village. The Contractor, Subcontractor, nor any person on his, her or its behalf shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work for the benefit of the Village on account of race, color, creed, sex, religion, physical or mental handicap unrelated to ability, or national origin; and there may be deducted from the amount payable to the contractor by the Village, under this contract, a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this article.

SECTION 108. PROSECUTION AND PROGRESS

108.01 Subletting of Contract. The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of its right, title, or interest therein, without written consent of the Village Manager. The Contractor will be permitted to sublet a portion thereof but shall perform with the Contractor's own organization work amounting to not less than 50 percent of the total contract cost, and with materials purchased or produced by the Contractor. The Village Manager may request the Contractor provide proof the proposed Subcontractor has the experience, ability, and equipment the work requires. No subcontracts, or assignments of payments due or to become due, shall in any case release the Contractor or surety of liability under the contract and bonds. All transactions of the Village Manager shall be with the Contractor. The Contractor shall have a representative on the job at all times when either contract or subcontract work is being performed. All requests to subcontract shall contain a certification the subcontract agreement exists in writing and physically contains the required Equal Employment Opportunity provisions and labor compliance provisions, including the contract minimum wage requirements. The Contractor shall permit Village representatives to examine the subcontract agreements upon notice. The Village Manager may order the Contractor to remove a Subcontractor who does not perform satisfactory work. The Contractor shall comply at once and shall not employ the Subcontractor for any further work under this contract. All Subcontractors shall be licensed with the Village as a condition for approval to perform work on the contract.

108.02 Progress Schedule. After the award of the contract and prior to starting work, the Contractor shall submit to the Village Manager a satisfactory progress schedule or critical path schedule that shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work before the completion date specified in the contract. This schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling. The Contractor shall confer with the Village Manager at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule. When the contract provides a specified number of working days and at any time the number of working days charged exceeds the proposed working days shown on the approved schedule by ten working days, the Village Manager will select the controlling item of work for the purpose of charging working days. When the contract specifies a completion date and at any time the actual progress is 14 calendar days behind the proposed progress shown on the approved schedule, the Village Manager will select the controlling item of work for the purpose of checking the progress of the work. The Village Manager will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or critical path schedule. No payment under this contract

will be made until a progress schedule has been submitted for approval. Payment may be withheld until a satisfactory schedule has been submitted and approved.

108.03 Prosecution of the Work. The Contractor shall begin the work to be performed under the contract not later than ten days after the execution of the contract by the Village, unless otherwise provided in the contract. The work shall be prosecuted in such a manner and with such a supply of materials, equipment and labor as is considered necessary to ensure its completion according to the time specified in the contract. The Contractor shall notify the Village Manager at least 24 hours in advance of either discontinuing or resuming operations.

108.04 Completion Date. The Contractor shall complete all work subject to the date on or before the specified completion date.

108.05 Labor, Methods, and Equipment. The Contractor shall at all times employ and provide sufficient labor, tools, equipment and other incidental items for prosecuting of the work to full completion in the manner and time required by the contract. All workers shall have sufficient skills and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily. Any person employed by the Contractor or by any Subcontractor who, in the opinion of the Village Manager, does not perform work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Village Manager, be removed at once by the Contractor or Subcontractor employing such person, and shall not be employed again in any portion of the work without the approval of the Village Manager. Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the Village Manager may suspend the work by written notice until such orders are complied with.

All equipment which is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the project shall be such that no injury to property will result from its use. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that can be demonstrated to the Village Manager as satisfactory to accomplish the contract work in conformity with the requirements of the contract. When the contract specifies that the construction be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Village Manager. If the Contractor desires to use a method or type of equipment other than specified in the contract, it may request authority from the Village Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the Village Manager determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the deficient work and replace it with work of specified quality or take such other corrective action as the Village Manager may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

108.06 Overtime Work. Except in connection with the safety or protection of persons, or the work, or property at the site or adjacent thereto, all work at the site shall be performed during regular working hours;

and the Contractor will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the Village Manager's written consent given after prior written notice. Regular working hours shall be a consecutive eight-hour period between the hours of seven o'clock (7:00) a.m. and six o'clock (6:00) p.m., Monday through Friday. No loading, unloading, opening, closing or other handling of crates, containers, building materials or the performance of construction work shall be performed before the hour of seven o'clock (7:00) a.m. and after the hour of six o'clock (6:00) p.m.

108.07 Steel Procurement. The steel products, as defined in section 3 of the Steel Products Procurement Act (30 ILCS 565/3) used or supplied in the performance of this Contract or any subcontract shall be manufactured or produced in the United States unless the Village certifies in writing that (a) the specified products are not manufactured or produced in the United States in sufficient quantities to meet the Village's requirements or cannot be manufactured or produced in the United States within the necessary time in sufficient quantities to meet the Village's requirements; or (b) obtaining the specified products, manufactured or produced in the United States would increase the cost of the contract by more than 10%, or the application of the Steel Products Procurement Act (30 ILCS 565/1 *et seq.*) is not in the public interest.

108.08 Wages of Employees on Public Works. All wages paid by the Contractor and each Subcontractor shall be in compliance with the Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. (*See Exhibit F*). The Contractor shall be responsible to notify each Subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the revised rate as provided by the Village shall apply to this contract; and the Contractor will not be allowed additional compensation on account of said revisions.

The Contractor and each Subcontractor shall make and keep, for a period of not less than three (3) years, records of all laborers, mechanics, and other workers employed by them on the project; the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day, and the starting and ending times of work each day.

The Contractor and each Subcontractor shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project. (*See Exhibit G*). The certified payroll shall consist of a complete copy of the records. The certified payroll shall be accompanied by a statement signed by the contractor or Subcontractor, which avers that:

- (i) Such records are true and accurate;
- (ii) The hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and
- (iii) The contractor or Subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

Upon 2 business days' notice, the contractor and each Subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each Subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

108.09 Suspension of Work. The Village Manager shall have authority to suspend the work whole or in part, when conditions at the site of the work make for circumstances beyond the Contractor's control, which are unfavorable for the satisfactory performance of the work, and when the Contractor does not comply with the contract or orders of the Village Manager. Orders to suspend or resume work shall be complied with immediately. If it becomes necessary to stop work for an indefinite period of time, the Contractor shall store all materials in such manner that they will not obstruct or impede the occupants of any building unnecessarily or become damaged in any way, take every precaution to prevent damage or deterioration of the work performed. The Contractor shall not suspend work without written authority from the Village Manager.

The period of suspension shall not count against the time of performance established in the contract unless the suspension is ordered due to the acts or omissions of the Contractor. Extensions of time will be evaluated according to Article 108.10. Except as provided hereinbelow for suspension of an unreasonable duration, the Contractor shall not be paid additional compensation on account of any suspension ordered pursuant to this Article.

If the performance of all or any portion of the work is suspended or delayed by the Village Manager in writing for an unreasonable period of time and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Village Manager in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work.

The request shall set forth the reasons and support for such adjustment. Upon receipt, the Village Manager will evaluate the Contractor's request. If the Village Manager agrees that the period of suspension was unreasonable and that the cost and/or time required for the performance of the contract has increased as a result of such suspension, the Village Manager will make an adjustment (excluding profit) and modify the contract in writing accordingly. In no case shall a suspension of less than seven (7) calendar days be considered unreasonable. No adjustment will be made for a suspension of any duration, if the suspension was caused by the acts or omissions of the Contractor, Subcontractor, suppliers or the weather. The Village Manager will notify the Contractor of his determination whether or not an adjustment of the contract is warranted.

No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause or for which an adjustment is provided for or excluded under any other term or condition of this contract.

108.10 Determination and Extension of Contract Time.

(a) Time is of the essence, and completion of the work by the completion date is an essential part of the contract. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. In the event of delay in the work beyond the reasonable control of the Contractor resulting from:

1. Conduct or lack of conduct by the Village or its consultants, representatives, officers, agents or employees; or delay by the Village in making the site available, or in furnishing any items required to be furnished to the Contractor by the Village;

2. War, national conflicts, terrorist acts or priorities arising therefrom including restrictions of the ability to procure critical materials;
3. Fires;
4. Epidemics;
5. Strikes or other labor disruptions extending in duration more than five calendar days;
6. Material delivery;
7. Cataclysmic events;

and for no other cause or causes, the Contractor shall be entitled to a reasonable extension of time only by the amount of time the Contractor is actually delayed thereby in the performance of the work, provided notice requesting an adjustment to the completion date is given as herein provided. Contractor shall not be entitled to any extension of time unless the Contractor notifies the Village in writing within seven (7) calendar days of the commencement of each such delay requesting an adjustment; and failure of the Contractor to request an adjustment in conformity with this article shall be deemed a waiver of the same. Interim completion dates incorporated into a contract subject to a final completion date, and completion date plus working days contracts shall be governed by these provisions.

The Contractor recognizes it is imperative that the work proceed uninterrupted and shall endeavor to prevent and shall promptly cure any work stoppage caused by any labor or jurisdictional disputes arising out of the assignment of work to be performed by the Contractor or its Subcontractors or Subcontractors of any tier. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved. The Village Manager will consider how timely the Contractor prosecuted the work up to the point of the delay according to the progress schedule approved according to Article 108.02 when considering the request. No extension of time shall be granted unless the delay in completion of the work was caused specifically by a delay in a portion of the work that was on the critical path of the progress schedule, and that was otherwise on schedule. If approved, the extended date for completion shall then be considered as in effect the same as if it were the original date for completion.

(b) Extensions of time granted for reasons or events beyond the reasonable control of the Village shall be the exclusive relief provided, and no additional compensation or claim for damages will be paid or awarded under this or any other provision of the contract unless the allowance of additional compensation or relief from damages is expressly allowed by a provision of the contract.

108.11 Failure to Complete the Work on Time. Time is of the essence to the contract. Should the Contractor fail to complete the work on or before the completion date stipulated in the contract or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount of One Hundred Dollars (\$100.00) per calendar day, not as a penalty but as liquidated damages, for each day of overrun in the contract time or such extended time as may have been allowed. The liquidated damages for failure to complete the contract on time are approximate, due to the impracticality of calculating and proving actual delay costs. This schedule of deductions establishes the cost of delay to account for administration, engineering, inspection, and supervision during periods of extended and delayed performance.

The costs of delay represented by this schedule are understood to be a fair and reasonable estimate of the costs that will be borne by the Village during extended and delayed performance by the Contractor of the work, remaining incidental work, correction of work improperly completed, or repair of work damaged as a result of the Contractor. The liquidated damage amount specified will accrue and be assessed until final completion of the total physical work of the contract even though the work may be substantially complete. The Village will deduct these liquidated damages from any monies due or to become due to the Contractor from the Village. The daily charge shall be made for every day shown on the calendar beyond the specified completion date.

108.12 Default on Contract. If the Contractor fails to begin the work under contract within the time specified, or fails to perform the work with sufficient workers and equipment or with sufficient materials to ensure the completion of said work within the specified time, or shall perform the work unsuitably, as determined by the Village Manager, or shall neglect or refuse to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the work, or if the Contractor shall become insolvent or be declared bankrupt, or shall commit any act of bankruptcy, or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the work in a manner approved by the Village Manager or otherwise fails to conform to the terms of the contract, the Village Manager shall give notice in writing to the Contractor and the Contractor's surety of such delinquency, said notice to specify the corrective measures required. If the Contractor, within a period of ten (10) days after said notice, shall not proceed according to the corrective measures required the Village shall, upon written certificate from the Village Manager of the fact of such delinquency and the Contractor's failure to comply with said notice, have full power and authority to forfeit the rights of the Contractor and at its option to call upon the surety to complete the work according to the terms of the contract, or it may take over the work, including any or all materials and equipment on the ground as may be suitable and acceptable, and may complete the work with its own forces, or use such other methods as, in its opinion, shall be required for the completion of said contract in an acceptable manner. When the Village calls upon the Surety to complete the work, the Surety shall enter upon the premises and take possession of all materials, tools, and appliances for the purpose of completing the work under the contract and employ by contract or otherwise any person or persons satisfactory to the Village to finish the work without termination of the contract. Such employment shall not relieve the Surety of its obligations under the contract and the bond. Payments on estimates covering work subsequent to the transfer shall be made to the extent permitted under law to the Surety or its agent without any right of the Contractor to make any claim. The Contractor shall bear any extra expenses incurred by the Village in completing the work, including all increased cost for completing the work, and all damages sustained, or which may be sustained, by the Village by reason of such breach, refusal, neglect, failure, or discontinuance of work by the Contractor. After all the work contemplated by the contract has been completed, the Village Manager will calculate the total expenses and damages for the completed work. If the total expenses and damages are less than any unpaid balance due the Contractor, the excess will be paid by the Village to the Surety or the Contractor. If the total expenses and damages exceed the unpaid balance, the Contractor and the Surety shall be jointly and severally liable to the Village and shall pay the difference to the Village on demand. If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Public Convenience in Article 108.14.

108.13 Termination of the Contractor's Responsibility. Whenever the improvements called for by the contract have been completely performed on the part of the Contractor and all parts of the work have been approved by the Village Manager and accepted by the Village according to the contract, and the final estimate paid, the Contractor's obligations shall then be considered fulfilled, except those obligations which

by their nature extend beyond the completion of work including, but not limited to, Articles 107.16, 107.17, 107.26 and 107.27.

108.14 Termination for Public Convenience. The Village may, by written order, terminate the contract or any portion thereof after determining that for reasons beyond either Village's or Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally contracted for, and that termination would, therefore, be in the public interest. Such reasons for termination may include, but need not be necessarily limited to, Executive Orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of materials, orders from duly constituted authorities relating to energy conservation, and restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor. When the contract, or any portion thereof, is definitely terminated or cancelled, and the Contractor released before all items of work included in its contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices, or as specified in Article 109.06 for partially completed items, and no claims for loss of anticipated profits shall be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor. Acceptable materials obtained by the Contractor for the work that have been inspected, tested and accepted by the Village Manager and that are not incorporated in the work may, at the option of the Village Manager, be purchased from the Contractor at actual costs as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Village Manager. Termination of a contract, as stated above, will not relieve the Contractor or its surety of the responsibility of replacing defective work as required by the contract.

SECTION 109. PAYMENT

109.01 Determination of Completed Work. All work completed under the contract will be measured or completion determined by the Village Manager.

109.02 Taxes. The Village is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Contractor for the payment of these taxes.

109.03 Scope of Payment. The Contractor shall receive and accept the compensation as herein provided, in full payment for furnishing all materials, labor, tools and equipment; for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work and from the action of the elements; for any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the work until its final acceptance by the Village; for all risks of every description connected with the prosecution of the work; for all expenses incurred by or in consequence of suspension or discontinuance of such prosecution of the work as herein specified; for any infringement of patents, trademarks or copyrights; and for completing the work in an acceptable manner according to the plans and specifications. The payment of any current estimate prior to final acceptance of the work by the Village shall in no way constitute an acknowledgment of the acceptance of the work, nor in any way prejudice or affect the obligation of the Contractor, at its own expense, to repair, correct, renew, or replace any defects or imperfections in the construction or in the strength or quality of the materials used in or about the construction of the work under contract and its appurtenances, nor any damage due or attributable to such defects, which defects, imperfections or damage shall have been discovered on or before the final

inspection and acceptance of the work. The Village Manager shall be the sole judge of such defects, imperfections or damage, and the Contractor shall be liable to the Village for failure to correct the same as provided herein.

109.04 Increased or Decreased Quantities. Whenever the quantity of any pay item as given in the proposal shall be increased or decreased, payment shall be made on the basis of the actual quantity completed at the unit price for such pay item named in the proposal, except as otherwise provided in Article 104.02, or in the detailed specifications for each class of work. Should any pay items contained in the proposal be found unnecessary for the proper completion of the work, the Village Manager may, upon written order to the Contractor, eliminate such pay items from the contract; and such action shall in no way invalidate the contract. When a Contractor is notified of the elimination of pay items, the Contractor will be reimbursed for actual work done and all costs incurred, including mobilization of materials prior to said notification.

109.05 Payment for Extra Work. Extra work which results from any of the changes as specified in Article 104.02 shall not be started until authorization from the Village Manager is received, which authorization shall state the items of work to be performed and the method of payment for each item. Work performed without such order will not be paid for.

Extra work will be paid for at either a lump sum price or agreed unit prices, or on a force account basis.

(a) Lump Sum Price or Agreed Unit Prices. When extra work is to be paid for at either a lump sum price or agreed unit prices, the lump sum or unit prices shall be agreed upon by the Contractor and the Village Manager.

(b) Force Account Basis. When extra work is to be paid for by force account, the basis for the force account shall be as hereinafter specified.

(1) Labor. For all labor and foremen in direct charge of the specific operations, the Contractor shall receive the actual normal rate of wage paid for each and every hour that said labor and foremen are actually engaged in such work to which cost fifteen percent (15%) will be added. The Contractor shall receive the actual costs paid to, or in behalf of, workers by reason of health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.

(2) Bond, Insurance, and Tax. For property damage, liability, and Workers' Compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost. The Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond, insurance and tax.

(3) Materials. For materials accepted by the Village Manager and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by the Contractor (exclusive of machinery rentals as hereinafter set forth), to which cost fifteen percent (15%) will be added.

(4) Equipment. For any machinery or special equipment (other than small tools) the use of which has been authorized by the Village Manager, the Contractor shall be paid according

to the latest revision of "Schedule of Average Annual Equipment Ownership Expense" as issued by the Village. The equipment should be of a type and size reasonably required to complete the extra work.

(5) Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.

(6) Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Village Manager with itemized statements of the cost of such force account work. Statements shall be accompanied and supported by invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such materials were taken from its stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Itemized statements at the cost of force account work shall be detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman. Payrolls shall be submitted to substantiate actual wages paid if so requested by the Village Manager.
- b. Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices and extensions.
- d. Transportation of materials.
- e. Cost of property damage, liability and Workers' Compensation insurance premiums, unemployment insurance contributions, and social security tax.

(7) Work Performed by an Approved Subcontractor. When extra work is performed by an approved Subcontractor, the Contractor shall receive as administrative costs an amount equal to five percent (5%) of the total approved costs of such work.

(8) All statements of the cost of force account work shall be furnished to the Village Manager not later than sixty (60) days after the date of final inspection according to Article 105.07. If the statement is not received within the specified time frame, all demands for payment for the extra work are waived and the Village is released from any and all such demands. It is the responsibility of the Contractor to ensure that all statements are received within the specified time regardless of the manner or method of delivery.

109.06 Payment for Items Omitted When Partially Completed. Should the Village cancel or alter any portion of the contract which results in the elimination or non-completion of any portions of the work partially completed, the Contractor will be allowed a fair and equitable amount covering all items of work incurred prior to the date of cancellation, alteration or suspension of such work. The Contractor shall be allowed a profit percentage on the materials used and the construction work actually performed at the rate

specified in Article 109.05, but no allowance will be made for any change in anticipated profits. Acceptable materials ordered by the Contractor or delivered on the work prior to the date of its cancellation, alteration or suspension by the Village Manager shall be purchased from the Contractor by the Village at actual cost and shall thereupon become the property of the Village; or, at the option of the Village Manager, the unused acceptable material shall remain the property of the Contractor, and the Contractor shall be paid the actual cost including freight, unloading and hauling costs less the actual salvage value.

109.07 Partial Payments and Retainage. At least once each month, the Contractor shall submit to the Village Manager an approximate estimate, in writing, of the materials in place complete, the amount of work performed, and the value thereof, at the contract unit prices. There shall be deducted from the amount so determined for the first fifty percent (50%) of the completed work a sum of ten percent (10%) to be retained until after the completion of the entire work to the satisfaction of the Village Manager. After fifty percent (50%) or more of the work is completed, the Village Manager may, at his discretion, certify the remaining partial payments without any further retention, provided that satisfactory progress is being made, and provided that the amount retained is not less than five percent of the total adjusted contract price. When the principal items of the work have been satisfactorily completed, a semi-final estimate may be made with the consent of the surety. Payment to the Contractor under such an estimate shall not exceed ninety percent (90%) of the amount retained after making partial payments but in no event shall the amount retained after making the semi-final payment be less than one percent (1%) of the adjusted contract price, nor less than \$500.00.

109.07.01 Partial Payment Documentation. The Contractor shall supply three (3) copies of AIA Document G702, Application and Certificate for Payment and accompanied by the following, all in form and substance satisfactory to the Village:

- (a) A duly executed and acknowledged sworn statement showing all Subcontractors with whom the Contractor has entered into subcontracts, the amount of each such subcontract, the amount requested for any Subcontractor in the requested progress payment and the amount to be paid to the Contractor from such progress payment, together with similar sworn statements from all Subcontractors and, where appropriate, from sub-Subcontractors;
- (b) Duly executed waivers of mechanics' and materialmen's liens of the money due or to become due herein, establishing payment to the Subcontractor or material supplier of all such obligations to cover the full amount of the pay estimate from each and every Subcontractor and suppliers of material or labor to release the Village of any claim to a mechanic's lien, which they or any of them may have under the mechanic's lien laws of Illinois. Any payments made by the Village without requiring strict compliance to the terms of this paragraph shall not be construed as a waiver by the Village of the right to insist upon strict compliance with the terms of this approach as a condition of later payments. The Contractor shall indemnify and save the Village harmless from all claims of Subcontractors, laborers, workers, mechanics, material men and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the work;
- (c) Sworn statements or lien waivers supporting the pay estimates submitted late by the Contractor to the Village will result in the pay estimate's not being processed until the following month.
- (d) Certified payroll report in compliance with Article 108.08.

109.08 Payment approval. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

109.09 Acceptance and Final Payment. Whenever the work provided for by the contract has been completely performed on the part of the Contractor, and all parts of the work have been approved by the Village Manager, a final estimate showing the value of the work will be prepared by the Contractor and submitted to the Village Manager, all prior estimates upon which payments have been made being approximate only and subject to correction in the final payment. Final acceptance occurs by approval of the final estimate and the date of this approval constitutes the acceptance date. Final acceptance shall not constitute acceptance of any unauthorized or defective work or material. The Village shall not be barred from requiring the removal, replacement, repair or disposal of any unauthorized or defective work or material or from recovering damages from any such work or material.

The amount of this estimate, less any sums that have been deducted or retained under the provisions of the contract, will be paid to the Contractor as soon as practicable after the final approval of the work, provided there exists no lien filed against the public funds or against any private property on which work is performed according to the law.

The final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the contract, and shall relieve the Village from any and all claims or liabilities for anything done or furnished relative to the work or for any act or neglect on the part of the Village relating to or connected with the contract.

109.10 Contract Claims. If the Contractor claims that additional payment is due under the terms of the contract or for any other reason arising out of the performance of the contract and the Village has not agreed during the ordinary course of contract administration that payment is due, the Contractor desiring to pursue additional compensation shall file a claim according to the requirements and procedures specified herein. If written notifications are not given, or if the Village is not afforded reasonable access by the Contractor to complete records of actual costs or additional time, or if a claim is not filed according to the procedures and within the time specified herein, then the claim is waived; and the Village is released from any and all demands and claims. The fact that the Contractor has provided a proper notification, provided a properly filed claim, or provided the Village access to records of actual cost, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the Village, is found to have merit, the Village will make an equitable adjustment either in the amount of costs to be paid according to the Basis of Payment specified herein or in the time required for the work or both. If the Village finds the claim to be without merit, no adjustment will be made. The Contractor may present a claim made by a Subcontractor founded upon the terms of the contract or the actions and orders of the Village Manager without being first required to make payment to the Subcontractor provided as follows: the Contractor makes written certification that the Subcontractor is entitled to additional compensation; that the Subcontractor will be paid in the event of a favorable resolution of the claim; and that the subcontract, releases and waivers executed by the Subcontractor do not bar payment to the Subcontractor. The written certification may authorize the Subcontractor to present the Subcontractor claim directly to the Village. If such authorization is given, the Contractor need not participate in the verbal presentation of the claim. In any event, the submission shall include a copy of the subcontract, and any releases or waivers signed by the Subcontractor in favor of the Contractor. The Contractor's interest in the Subcontractor's claim shall not be assigned or otherwise disposed of except as specified in Article 108.01.

- (a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Village to ascertain the basis and amount of the claim. All claims shall be

submitted to the Village Manager. As a minimum, the following information must accompany each claim submitted:

- (1) A detailed factual statement of the claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the claim.
- (2) The name of any Village official or employee involved in or knowledgeable about the claim.
- (3) The specific provisions of the contract that support the claim and a statement of the reasons why such provisions support the claim.
- (4) If the claim relates to a decision of the Village Manager which the contract leaves to the Village Manager's discretion or as to which the contract provides that the Village Manager's decision is final, the Contractor shall set out in detail all facts supporting its position relating to the decision of the Village Manager.
- (5) The identification of any documents and the substance of any oral communications that support the claim.
- (6) Copies of any identified documents, other than state documents and documents previously furnished to the Village by the Contractor, that support the claim (manuals which are standard to the industry, used by the Contractor, may be included by reference).
- (7) If an extension of time is sought, the specific days and dates for which it is sought, the specific reasons the Contractor believes a time extension should be granted, and the specific provisions of Section 108 under which it is sought.
- (8) If additional compensation is sought, the exact amount sought and a breakdown of that amount into direct labor, direct materials, direct equipment, direct jobsite overhead, and direct offsite overhead.
- (9) A statement containing the following language:

Under penalty of law for perjury or falsification, the undersigned,

_____, of _____,
(Name) (Title) (Company)

hereby certifies that the claim for compensation and time, if any, made herein for work on this contract is a true statement, fully documented and supported under the contract between the parties.

Dated _____ /S/ _____

Subscribed and sworn before me this _____ day of _____ 20____

Notary Public

My Commission Expires _____

(b) Record Retention. It is the responsibility of the Contractor to keep full and complete records of the costs and additional time incurred for any claim. The Contractor shall permit the Village to have access to those records and any other records as may be required by the Village to determine the facts or contentions involved in the claim. The Contractor shall retain those records according to Article 109.11.

(c) Audit. All claims filed against the Village shall be subject to audit at any time following the filing of the claim. The audit may be performed by employees of the Village or by an auditor under contract with the Village. The audit may begin at any time during the life of the contract, or on twenty (20) calendar days' notice to the Contractor or its agents if an audit is to be commenced more than sixty (60) calendar days after the final payment date of the contract. The Contractor, Subcontractors or agents shall provide adequate facilities acceptable to the Village, for the audit during normal business hours. Failure of the Contractor or its agents to maintain and retain sufficient records to allow the auditors to verify all or any portion of the claim or to permit the auditor access to the books and records of the Contractor, Subcontractors or agents shall constitute a waiver of the claim and may bar any recovery of all or any portion thereunder. The records subject to retention and audit are all books and records including, but not limited to, the following documents:

- (1) Daily time sheets and supervisor's daily reports.
- (2) Union agreements.
- (3) Payroll records including tax, insurance, welfare, and benefits records.
- (4) Material invoices and requisitions.
- (5) Material cost distribution worksheet.
- (6) Equipment records (list of company equipment, rates, etc.).
- (7) Vendor's, rental agencies Subcontractor's, and agent's invoices.
- (8) Subcontractor's and agent's payment certificates.
- (9) Cancelled checks (payroll and vendors).
- (10) Job cost report.
- (11) Job payroll ledger.
- (12) General ledger.
- (13) Cash disbursements journal.
- (14) Financial statements for all years reflecting the operations on the contract involved.
- (15) Depreciation records on all company equipment.
- (16) If a source other than depreciation records is used to develop costs for the Contractor's internal purposes in establishing the actual costs of owning and operating equipment, all such other source documents.
- (17) All documents including pricing books and bid documents that relate to each and every claim together with all documents that support the amount of damages as to each claim.
- (18) Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials equipment, Subcontractors all documents which establish the time periods individuals involved, the hours for the individuals and the rates of the individuals.

(d) Time of Submission. All claims submitted according to this Article shall be filed not later than six (6) months after the Contractor provides final quantities to the Village according to Article 109.09. The six months shall run from the date indicated on the final quantities transmittal. The requirement of a general administrative claims cutoff time provided herein shall not constitute

waiver of any notification time requirements stated elsewhere in these specifications or the special provisions.

- (e) Procedure. The Village provides two administrative levels for claims review.

Level I Village Manager

Level II Village Board of Trustees

All claims shall first be submitted at Level I. The Village Manager shall consider all information submitted with the claim and shall render a decision on the claim within ninety (90) days after receipt. Claims not conforming to this Article will be returned without consideration. The Village Manager may schedule a claim presentation meeting if, in the Village Manager's judgment, such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. If a decision is not rendered within ninety (90) days, or if the Contractor disputes the decision, an appeal to Level II shall be made by the Contractor. An appeal to Level II shall be made in writing to the Village Board of Trustees within forty-five (45) days after the date of the Level I decision, and shall include twenty (20) additional copies of the claim and supporting documentation. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Village Board of Trustees determines that such a meeting would aid in resolution of the claim; otherwise, a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within ninety (90) days of the receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek judicial relief. Any claim by the Contractor shall be submitted to the exclusive jurisdiction and venue of the Cook County Circuit Court, Cook County, Illinois. The Village Board of Trustees' written decision shall be the final administrative action of the Village. Unless the Contractor files a claim for adjudication by the Cook County Circuit Court, Cook County, Illinois, within sixty (60) days after the date of the Village Board of Trustees' written decision, the failure to file shall constitute a release and waiver of the claim.

(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, pro rata home office overhead, unabsorbed overhead and lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation. The above basis of payment is an essential element of the contract, and the claim cost recovery of the Contractor shall be so limited.

109.11 Contractor Record Retention. The Contractor and all Subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the Village under the contract and subcontract. . The books and records shall be maintained by the Contractor and all Subcontractors in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and the Freedom of Information Act (5 ILCS 140/1 *et seq.*) until written approval for the disposal of such records is obtained from the Local Records Commission. All books and records required to be maintained by the Contractor and Subcontractors shall be available for review and audit by the Village. The Contractor and all Subcontractors shall comply (a) with any request for public records made pursuant to the Freedom of Information Act (5 ILCS 140/1 *et seq.*); (b) with any request for public records made

pursuant to any audit; and (c) by providing full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). Failure by the Contractor to maintain the books, records and supporting documents required by this section or the failure by the Contractor to provide full access to and copying of all relevant books and records within a time period which allows the Village to timely comply with the time limits imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*) shall establish a presumption in favor of the Village for the recovery of any funds paid by the Village under this Agreement or for the recovery for any penalties or attorney's fees imposed by the Freedom of Information Act (5 ILCS 140/1 *et seq.*). The obligations imposed by this section shall survive final payment and the termination of the other obligations imposed by this Agreement. The Contractor and Subcontractor shall include the requirements of this Article in all subcontracts.

SPECIAL PROVISIONS

The following special provisions supplement the General Conditions and shall govern the procurement and installation of furniture for the renovation of the Brookfield Village Hall in the Village of Brookfield, Illinois. In case of conflict with any part or parts of said General Conditions, the Special Provisions shall take precedence and shall govern.

DIVISION 100. GENERAL REQUIREMENTS AND COVENANTS

SECTION 1.01 DEFINITION OF TERMS

101.04 Contract. *Delete Article 101.04 of the General Conditions and substitute the following:*

101.04 Contract. The written Agreement between the Village and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment.

The contract includes the Proposal, Contract, Contract Bond, General Conditions and any Agreements required to complete the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.

EXHIBIT "A"

CG 20 10 03 97

**ADDITIONAL INSURED B OWNERS, LESSEES OR
CONTRACTORS B SCHEDULE PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

Copyright, Insurance Services Office, Ins. 1996

EXHIBIT "B"

CG 20 26 11 85

ADDITIONAL INSURED B DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT "C"

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED B OWNERS, LESSEES OR
CONTRACTORS B COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Organization(s):	Location and Description of Completed Operations
Information required to complete this Section, if not shown above, will be shown in the Declarations.	

Section II B Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products/completed operations hazard."

CG 20 37 07 04

8 ISO Properties, Inc., 2004

EXHIBIT "D" (EXAMPLE)

ACORD TM CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) Completed	
PRODUCER Fully Completed				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
				INSURERS AFFORDING COVERAGE		NAIC #	
INSURED COVERAGES Fully Completed				INSURER A: Name of Insurance Company		Completed	
				INSURER B: Name of Insurance Company		Completed	
				INSURER C: Name of Insurance Company		Completed	
				INSURER D: Name of Insurance Company		Completed	
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	ADD-L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY CG001 G COMMERCIAL GENERAL LIABILITY G CLAIMS MADE G OCCUR G OWNERS & CONT PROT ((IF REQUIRED) G _____ GEN=L AGGREGATE LIMIT APPLIER PER: G POLICY GPROJECT G LOC	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea. Occur.)	\$ 50,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS-COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY CA001 G ANY AUTO CA001 G ALL OWNED AUTOS G SCHEDULED AUTOS G HIRED AUTOS G NON-OWNED AUTOS G _____	Policy Number	Policy Start Date	Policy End Date	COMBINED SINGLE LIMIT (Ea. Accident)	\$ 1,000,000
						BODILY INJURY (PER PERSON)	\$
						BODILY INJURY (PER ACCIDENT)	\$
						PROPERTY DAMAGE (PER ACCIDENT)	\$
		GARAGE LIABILITY G ANY AUTO				AUTO ONLY-EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
B	X	EXCESS UMBRELLA LIABILITY G OCCUR G CLAIMS MADE G DEDUCTIBLE G RETENTION \$	Policy Number	Policy Start Date	Policy End Date	EACH OCCURRENCE	\$10,000,000
						AGGREGATE	\$10,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	Policy Number	Policy Start Date	Policy End Date	WC STATUTORY LIMITS OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
		OTHER Professio	Policy Number	Policy Start Date	Policy End Date		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS List project number, location and description. No endorsements or additional forms modify or limit coverage provided to additional insured. Coverage provided to the additional insured is primary.							
CERTIFICATE HOLDER				CANCELLATION			
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION							

Additional Insured: Village of Brookfield, its officials, employees, agents and volunteers.

DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE
CERTIFICATE HOLDER NAMED TO THE LEFT,

SIGNATURE OF AUTHORIZED AGENT

EXHIBIT "E"

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:

Name of Insured:

Policy Number:

Policy Period:

Endorsement Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability
Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work."

For purposes of this endorsement, "arising out of your work" shall mean:

Liability the Additional Insured may incur resulting from the actions of a contractor it hires.

Liability the Additional Insured may incur for negligence in the supervision of the Named Insured Contractors work.

Liability the Additional Insured may incur for failure to maintain safe worksite conditions.

Liability the Additional Insured may incur due to joint negligence of the Named Insured Contractor and the Additional Insured.

CONTRACTOR'S CERTIFICATION

The assurances hereinafter made by the Bidder are each a material representation of fact upon which reliance is placed by the Village of Brookfield in entering into the contract with the Bidder. The Village of Brookfield may terminate the contract if it is later determined that the Bidder rendered a false or erroneous assurance; and the surety providing the performance bond shall be responsible for the completion of the contract.

I, Steven W. Trabilsy, hereby certify that I am the President of DJK Contractors, Inc., doing business as Accurate Tank Construction, Inc. (the "Contractor") and as such hereby represent and warrant to the Village of Brookfield, a unit of local government, that the Contractor, and if it is a partnership, its general partners and if it is a corporation, its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

(A) Not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;

(B) Not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);

(C) Not in default, as defined in 5ILCS 385/2, on an educational loan, as defined in 5ILCS 385/1;

In addition, the Contractor hereby represents and warrants to the Village of Brookfield, that:

(A) The Contractor has and will comply with all laws relating to the payment of general prevailing wages in accordance with the Illinois Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*);

(B) The Contractor has and will comply with all laws relating to the employment preference to veterans in accordance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);

(C) The Contractor has and will comply with all laws relating to the employment of Illinois workers in accordance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/1 *et seq.*);

(D) The Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:

(1) Publishing a statement:

a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;

b. Specifying the actions that will be taken against employees for violations of such prohibition;

c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

i. Abide by the terms of the statement;

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

- (2) Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance program; and
 - d. The penalties that may be imposed upon employees for drug violations;
- (3) Making it a requirement to give a copy of the statement required by Subsection (D)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
- (4) Notifying the Village within ten (10) days after receiving notice under paragraph(D)(1)e from an employee or otherwise receiving actual notice of such conviction;
- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;

(E) The Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;

(F) The Contractor, at the time the Contractor submitted a proposal on this contract, had an Illinois Department of Human Rights pre-qualification number or had a properly completed application for same on file with the Illinois Department of Human Rights, as provided for in 44 Illinois Administrative Code 750.210;

(G) No Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

(H) No officer or employee and no spouse or immediate family member living with any officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan,

forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield;

(I) The Contractor has not given to any officer, employee, spouse or immediate family member living with any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2, Article VII of the Code of Ordinances of the Village of Brookfield;

(J) In compliance with the Substance Abuse Prevention on Public Works Projects Act (Public Act 95-0635), the Contractor is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act;

(K) Neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person.

If any certification made by the Contractor changes, the Contractor shall notify the Village of Brookfield in writing within seven (7) days.

Dated: April __, 2016

Contractor: DJK Contractors, Inc., doing business as
Accurate Tank Construction, Inc.

By: _____
Steven W. Trabilisy, President

STATE OF ILLINOIS)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that Steven W. Trabilisy, known to me to be the President of the Contractor, appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated : April __, 2016

Notary Public

RESOLUTION NO. R - 2016 - 1027

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX EXEMPTION
CERTIFICATE AND AGREEMENT AND AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF BROOKFIELD AND THE METROPOLITAN
WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN,
CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PRAIRIE
/WASHINGTON PUMP STATION IMPROVEMENTS**

PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THIS 11TH DAY OF APRIL 2016

RESOLUTION NO. R - 2016 - 1027

**A RESOLUTION AUTHORIZING THE EXECUTION OF A TAX EXEMPTION
CERTIFICATE AND AGREEMENT AND AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE VILLAGE OF BROOKFIELD AND THE METROPOLITAN
WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN,
CONSTRUCTION, OPERATION AND MAINTENANCE OF THE PRAIRIE
/WASHINGTON PUMP STATION IMPROVEMENTS**

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "MWRD") and the Village of Brookfield, Cook County, Illinois (the "Village") are units of local government within the meaning of the Illinois Intergovernmental Cooperation Act, as specified in 5 ILCS 2201/*et seq.*;

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11 , the Village has the authority to improve and maintain waterways within its corporate limits;

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act");

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the MWRD;

WHEREAS, the Act, as amended on June 18, 2014, by Public Act 098-0652, specifically authorizes the MWRD to plan, implement, and finance local activities relating to stormwater management in Cook County;

WHEREAS, the Act further authorizes the MWRD to assume responsibility for maintaining any stream within Cook County;

WHEREAS, the Village is located within the boundaries of Cook County;

WHEREAS, the Village proposes to install a new pump station and back-up generator, near the Washington Avenue/Forest Avenue intersection, a box culvert under

Forest Avenue, a new detention pond west of Forest Avenue, and other miscellaneous storm sewer improvements and restoration for the public benefit of reducing flooding in the general area;

WHEREAS, the Village intends to perform the design, construction, operation and maintenance of the new pump station, box culvert, pond, and other miscellaneous storm sewer improvements, and to own those improvements (hereinafter referred to as the "Project");

WHEREAS, the Village's proposed plans for the Project may be approached more effectively, economically, and comprehensively with the Village and MWRD cooperating and using their joint efforts and resources;

WHEREAS, the size and scope of this Project would be substantially reduced but for the MWRD's commitment of financial and technical resources;

WHEREAS, the MWRD and the Village are authorized by Article VII, Section 10 of the 1970 Illinois Constitution, Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3] and Section 10.05 (d) of the State Comptroller Act [15 ILCS 405/10.05 (d)] to enter into intergovernmental agreements to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the MWRD and the Village wish to enter into a Tax Exemption Certificate and an Agreement and an Intergovernmental Agreement by and between the Village of Brookfield and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the

Prairie/Washington Pump Station Improvements whereby the MWRD and the Village will accomplish the above-stated goals;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village Of Brookfield, Cook County, Illinois, as follows:

Section 1: The foregoing recitals are hereby incorporated as if fully recited herein.

Section 2: It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into a Tax Exemption Certificate and an Intergovernmental Agreement by and between the Village of Brookfield and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Prairie /Washington Pump Station Improvements.

Section 3: The Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the Tax Exemption Certificate and the Intergovernmental Agreement by and between the Village of Brookfield and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Prairie /Washington Pump Station Improvements, a copies of which are attached hereto marked as Exhibit "A" and "B," respectively, and made a part hereof with such changes therein as may be approved by the officials executing the same, their execution thereof shall constitute conclusive evidence of their approval of the same.

Section 4: The officials, officers, employees and agents of the village are authorized to take such actions and execute such documents as are necessary to carry

out the purpose and intent of this resolution and the Intergovernmental Agreement by and between the Village of Brookfield and the Metropolitan Water Reclamation District of Greater Chicago for the Design, Construction, Operation and Maintenance of the Prairie /Washington Pump Station Improvements.

Section 5: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 11th day of April 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me the 11th day of April 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 11th day of April 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois.

EXHIBIT "A"

**TAX EXEMPTION CERTIFICATE AND AGREEMENT BY AND BETWEEN
THE VILLAGE OF BROOKFIELD AND THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO**

Exhibit 7

TAX EXEMPTION CERTIFICATE AND AGREEMENT

The Village of Brookfield (the "*Village*") is executing this Tax Exemption Certificate and Agreement ("*Tax Agreement*") to allow the Metropolitan Water Reclamation District of Greater Chicago (the "*MWRDGC*") to transfer to the Village monies financed with proceeds of tax-exempt bonds. This Tax Agreement covers the facilities or property listed in Appendix D (the "*Facilities*"). Appendix D may be amended from time to time if additional cash to acquire or improve such facilities are transferred.

The Village is aware that the MWRDGC has limited resources and might be unable to fund the Facilities without this Tax Agreement.

Section 1. Definitions and Appendices. Attached hereto are four Appendices, made a part hereof. Appendix A contains certain covenants and representations that may or may not impose burdens on the Village. Appendix B contains a glossary of definitions applicable to the tax covenants, including Appendix A. Appendix C, if any, includes a description of certain funds or accounts that, as described in Appendix A, may be subject to investment restrictions or rebate payments. Appendix D lists or describes the Facilities that are hereby made the subject of restrictions described herein.

Section 2. Expectations. These certifications set forth various facts regarding the transfers and establish the expectations of the Village as to future events regarding the transfers and the use of facilities transferred. These certifications also establish facts and expectations related to any transferred facilities, and any moneys of the Village or related entities held in funds or accounts related to the facilities (if any). The Village recognizes that the activities were or will be financed in whole or in part with obligations that are intended to be tax exempt. Certain certifications and covenants are presented here in summary form. Attached hereto as Appendix A are further details explaining how to comply with these covenants.

Section 3. Purpose of Cost Share. The Facilities listed in Appendix D have been or are being constructed by the Village with funds transferred by the MWRDGC (the "*Cost Share*") to allow the Village and MWRDGC to better manage stormwater. The Village, and not the MWRDGC, will control the operation and use of these Facilities except for annual inspections, and except that MWRDGC may perform needed maintenance (at the expense of the Village) if the Village does not. In the event that the Village does not adequately construct and maintain such facilities, all amounts transferred to the Village will be repaid on demand of the MWRDGC.

Section 4. Cash Transfer. The MWRDGC may from time to time transfer cash. Such cash transfers will either be to reimburse (in whole or in part) the Village for capital costs of

Facilities for the control of stormwater within the area served by the MWRDGC or to provide the funds to purchase or construct such Facilities. In either case, the Village will add any such Facilities to Appendix D before such Facilities become operational.

In the case of reimbursement, the Village will not accept such cash more than 18 months after the expenditure to be reimbursed. The Village also understands that the MWRDGC will be unable to make such a transfer if the expenditure was made prior to a date¹ set by the MWRDGC.

If any cash is transferred for capital expenditures not made by the Village on or prior to the date of the transfer or involving a current outlay of cash for a capital expenditure the Village will segregate such funds for investment and tracking purposes. Such funds will be invested and disbursed only in accordance with Appendix A and any supplemental tax agreement. In order to establish that cash transferred to the Village on a particular date which involves a current outlay of the same amount of cash by the Village, the Village will either confirm to the MWRDGC that it reasonably expects on the date of receipt of funds that it will disburse all amounts to contractors or suppliers within five business days or it will acknowledge increased investment tracking, computation and payment obligations related to such funds.

Section 5. Payments to MWRDGC, Security for MWRDGC Debt. Unless the Village executes a separate supplemental tax agreement indicating otherwise, the Village will not provide any security for any debt of MWRDGC and the Village will not make payments to MWRDGC that could be used by MWRDGC to pay or secure its debt. No fees will be paid by the Village for use of the financed facilities. No repayments will be required. This section will not be read to limit future contractual arrangements including separate tax covenants. Under the intergovernmental agreement between MWRDGC and the Village, if the Village does not properly maintain the Facilities, the MWRDGC may perform maintenance on the Facilities and charge the Village for such maintenance costs.

Section 6. Hedges. Neither the Village nor any member of the same Controlled Group as the Village has entered into or expects to enter into any hedge (e.g., an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to any debt of the MWRDGC.

Section 7. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the Village regarding any obligations issued by or on behalf of the Village in connection with its stormwater system and no such obligations are currently under examination by the Internal Revenue Service.

Section 8. Records. The Village agrees to keep and retain or cause to be kept and retained adequate records with respect to the investment and expenditure of all amounts transferred by the MWRDGC to the Village and provide such records to the MWRDGC on reasonable request. The Village further agrees to maintain sufficient records to demonstrate

¹ Date will be 60 days before adoption of reimbursement resolution or bond issuance.

compliance with all of the covenants set forth herein. Such records will be maintained at least until _____, 20__² or such later date provided by the MWRDGC. If, as expected, cash is only transferred to the Village as reimbursement for prior expenditures or for current outlay, records to that effect will be sufficient investment and expenditure records.

Section 9. Investment Restrictions. Any money transferred by the MWRDGC to the Village that is not immediately allocated to an expenditure, must be invested in investments purchased at the market price, therefore, at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States of America purchased directly from the United States of America. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary. Except as provided in Appendix A, all moneys transferred by the MWRDGC to the Village shall be invested at a Yield not in excess of a Yield to be provided by the MWRDGC (which may, be revised by notice to the Village). Appendix A contains further details related to investment restrictions.

Section 10. Use Test. (a) No more than five percent of any of the Facilities will be used by any entity, other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Facilities on the same basis as the general public. Such prohibited use includes any formal or informal arrangement with any entity, other than a state or local governmental unit that conveys special legal entitlements to any portion of the Facilities that is available for use by the general public or that conveys to any entity, other than a state or local governmental unit, any special economic benefit with respect to any portion of the Facilities that is not available for use by the general public. Such prohibited use might arise pursuant to a management contract, an output contract, or a contract to accept effluent from an entity. Such prohibited use will be deemed to occur if the Village enters into any contract with a third party (other than a state or local government) to manage stormwater process wastewater of the third party for a fee that is not generally applicable to similar entities with no contract.

(b) None of the amounts transferred to the Village will be used, directly or indirectly, to make or finance loans to any entity.

Section 11. No Sale of the Project. Except as provided in Appendix A, none of the Facilities is expected to be sold or otherwise disposed of prior to the earlier of (i) the last date of the economic life of the property or (ii) a date to be provided by Notice to the Village.

² Use 3 years after final maturity date of financing bonds. If unknown, use best estimate. If a longer period is required, the longer period will be provided by Notice from MWRDGC to the Village.

Section 12. Use Contracts. Except as provided herein, the Village will not enter into any contract with any other person that provides special legal entitlements in any of the Facilities. The Village will not allow another entity to manage, control, or operate any of the Facilities. The Village will not contractually provide that any of the Facilities will be used to manage stormwater of a specific non-governmental entity. The Village may enter into a management contract or other contract concerning such property if it establishes that such contract does not create private use in excess of use permitted under Section 10 and it delivers to the MWRDGC an opinion of Bond Counsel to that effect with a copy of the contract.

Section 13. Cooperation. The Village will cooperate with the MWRDGC at the expense of the Village in defending any examination of bonds of the MWRDGC that financed any of the Facilities. Except to the extent that public safety concerns dictate otherwise, the Village will allow site visits by the MWRDGC, its counsel, and personnel of the Internal Revenue Service in response to an examination of such bonds.

Section 14. Annual Reporting. The Village will provide a report to the MWRDGC at least annually. The report shall state whether the Village has over the previous year complied with all of its covenants and shall enumerate any covenant violations. The Village shall maintain adequate procedures and records to allow it to make and support these annual reports. The Village shall also notify the MWRDGC within 60 days of discovery of any covenant violations.

Section 15. Remediation and VCAP. The Village will work with the MWRDGC to remediate any violation of the Village (at the expense of the Village). If the MWRDGC with the assistance of the Village is unable to remediate the violation, the Village, at the Village's expense, will cooperate with the MWRDGC on seeking a voluntary closing agreement with the Internal Revenue Service.

Section 16. Future Events. The Village covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of facilities or money transferred to it by the MWRDGC) if taking, permitting or omitting to take such action would cause any debt of the MWRDGC to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986 or would otherwise cause the interest on such bonds to be included in the gross income of the Village thereof for federal income tax purposes. The Village agrees that it will cooperate with the MWRDGC in responding to any inquiries from the Internal Revenue Service in connection with an examination of any of such debt.

If the Village has any questions regarding its responsibilities under these covenants, it will contact the MWRDGC and request clarification or additional guidance.

By _____
Authorized Signature for the Village of
Brookfield

Dated: _____, 20__

APPENDIX A

Appendix A, Section 1. Funds and Accounts. Listed in Appendix C are all of the funds or accounts into which the Village may deposit cash transferred from the MWRDGC or earnings derived there from. Also included is a brief but accurate description of each.

The Village acknowledges that any such fund or account or portion of such fund or account (whether or not noted in Appendix C) is subject to rebate and investment restrictions except for any portions meeting exceptions described herein.

Appendix A, Section 2. Project Moneys Received. The Village will hold all amounts received from the MWRDGC not allocated to a capital expenditure paid by the Village prior to receipt or within five business days of receipt in a segregated fund or account herein referred to as the MWRDGC Project Fund.

The MWRDGC Project Fund shall be invested in U.S. Treasury obligations (including SLGS), [List other authorized investments here] or other investments permitted in writing by the MWRDGC in a Notification to the Village. The MWRDGC Project Fund will not be left uninvested except for amounts under \$10,000 or amounts that are to be allocated to expenditure or investment within 5 business days.

Amounts will be withdrawn from the MWRDGC Project Fund only to the extent allocated to capital expenditures for costs of the Project. Except as described above, investment earnings on the MWRDGC Project Fund shall be retained in the MWRDGC Project Fund.

The Village shall provide the MWRDGC with the balance of the MWRDGC Project Fund on each date that the MWRDGC provides funds to the Village and on such other dates provided by the MWRDGC in a Notification to the Village. If any amounts or investments remain in the MWRDGC Project Fund after a date provided by the MWRDGC in a Notification to the Village then the Village will invest and disburse such amounts only in accordance with instructions provided in a supplemental Tax Agreement or in a Notification by the MWRDGC to the Village.

On the dates provided by the MWRDGC in a Notification to the Village, the Village will provide rebate and yield reduction payment computations to the MWRDGC based on yields provided by the MWRDGC in Notifications. If any computations show amounts owed on such investments, the Village shall promptly pay such amounts to the MWRDGC.

Appendix A, Section 3. Market Price Investment Restrictions. The Village will not invest any of the amounts received from the MWRDGC in any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, or any agreement to supply investments on two or more future dates (including any guaranteed investment contract, forward supply contract, repurchase agreement, or any similar agreement) unless it awards such investment contract pursuant to competitive bidding in a manner approved by the MWRDGC and its counsel.

The Village may until a date provided by the MWRDGC in a Notification to the Village invest such amounts in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal only if the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States of America and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Appendix A, Section 4. Federal Guarantees. Except for investments meeting the requirements of Appendix A, or prior to a date provided by the MWRDGC in a Notification to the Village,³² investments of moneys received from the MWRDGC shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (*e.g.*, Refcorp Strips)), or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the moneys received from the MWRDGC has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States of America (or any agency or instrumentality thereof). A federal guarantee does not include any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Appendix A, Section 5. Rebate. Amounts received from the MWRDGC except as noted herein are subject to the Rebate requirement. The Village is responsible for calculating the amount of rebate if any due on such funds or accounts including those listed in Appendix C. Such rebate calculations shall be based on bond yields equal to yields provided from time to time by the MWRDGC. Such rebate computations shall be based upon a bond year ending on dates provided by the MWRDGC, and installment computation dates provided by the MWRDGC, and such other dates as may be provided by the MWRDGC from time to time. Such computations shall ignore "rebate credits" and shall not reflect any hold back amount permitted under the regulations. For example, the rebate amount shall be 100% on each computation date, not reduced to 90% as might be permitted under regulations. The Village shall pay to the MWRDGC the amount of rebate due with respect to each such account no later than 50 days after each installment computation date.

Appendix A, Section 6. Records. The Village shall retain records relating to each computation performed and all other investment records of amounts identified in Appendix A, Sections 1 and 2.

Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest

³ Same date as in Section 3 above.

payment date; (i) date of liquidation; and (j) receipt upon liquidation. If any investment becomes allocable to one of the funds or accounts described in Section 7 of the Tax Covenants on a date other than the date such investment is purchased, the records required to be kept shall include the fair market value of such investment on the date it becomes so allocated. Amounts or investments will be segregated whenever necessary to maintain these records. Upon request of the MWRDGC, such records will be provided to the MWRDGC.

Appendix A, Section 7. Sale of the Project. The Village shall not sell or otherwise dispose of portion of the facilities identified on Appendix D without prior written approval of the MWRDGC or as specifically allowed as described below:

(a) Other than as provided in the next sentence, no Facility identified on Appendix D nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the Village of the property or (ii) a date provided by the MWRDGC in a Notice to the Village.⁴ The Village may dispose of personal property in the ordinary course of an established government program prior to the earlier of (iii) the last date of the reasonably expected economic life to the Village of the property or (iv) a date⁵ provided by the MWRDGC in a Notice to the Village, provided: (A) the reasonably expected period of use of that property for governmental purposes is not less than a number of years⁶ provided by the MWRDGC by notification to the Village; (B) the Village reasonably expects on receipt of the property that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the Village deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the Village reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The Village acknowledges that if property identified on Appendix D is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent bonds financing the Cost Share from becoming private activity bonds. The Village shall promptly contact the MWRDGC if a sale or other disposition of property identified on Appendix D is considered by the Village.

Appendix A, Section 8. Maintenance of Tax Exemption. The Village recognizes that investors in tax exempt bonds are relying on these covenants, and will contact the MWRDGC if the Village determines that it may have violated any covenant or if it is unsure of any action required of it. The MWRDGC may under such circumstances provide the Village with additional instructions.

⁴ Final maturity date of bonds financing Cost Sharing.

⁵ Final maturity date of bonds financing Cost Sharing.

⁶ MWRDGC to compute and provide WAM on bonds financing the Cost Share. If more than one, use shortest.

These tax covenants may be supplemented or amended by the Village and the MWRDGC, and covenants contained herein need not be observed if such supplementation, amendment, or non-observance will not adversely affect the tax status of any bonds of the MWRDGC intended to be tax exempt, and the Village obtains and delivers to the MWRDGC an opinion of a bond counsel addressed to the MWRDGC to that effect.

APPENDIX B

GLOSSARY

“Bona Fide Debt Service Fund” means any fund or account (i) established and maintained primarily for the proper matching of revenues and debt service within a bond year and which is depleted at least once every year to an amount not in excess of a reasonably carryover amount not to exceed the greater of earnings on investments in such fund or account during the preceding bond year, or (ii) 1/12th of the principal and interest payments made from such fund for the preceding year.

“Bond Counsel” means any nationally recognized firm of attorneys retained by the MWRDGC and experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“Commingled Fund” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“Control” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

(a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or

(b) to require the use of funds or assets of a Controlled Entity for any purpose.

“Controlled Group” means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

“External Commingled Fund” means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

“Facilities” means the facilities identified on Appendix D.

“MWRDGC” means the Metropolitan Water Reclamation Agency of Greater Chicago.

“Non-AMT Tax-Exempt Investments” (i) any obligation described in Section 103(a) of the Internal Revenue Code of 1986 (the “Code”), the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (ii) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the

Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (iii) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344 (to the extent permitted by law).

“Project” means the facilities identified on Appendix D.

“Related Person” means a member of the same controlled group.

“Yield” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price), including accrued interest.

APPENDIX C

**FUNDS OR ACCOUNTS CONTAINING MONEY TRANSFERRED
FROM MWRDGC TO THE VILLAGE**

MWRDGC Project Fund – NOT EXPECTED TO BE FUNDED

APPENDIX D

FACILITIES SUBJECT TO USE RESTRICTIONS

1. 1 New Pump Station
2. New Box Culvert
3. New Detention Pond
4. Approximately 716 feet of New Storm Sewer
5. New Diversion Structure

FORM OF NOTIFICATION OF KEY DATES AND NUMBERS

For purposes of compliance with the Tax Exemption Certificate and Agreement executed on _____, ____ 201__ by the _____ and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") the MWRDGC hereby notifies the City of the following dates and values:

Tax Agreement Section 4. Earliest Expenditure Date: 11/06/2014

Tax Agreement Section 8. Record Maintenance Date: 12/01/2049
(This is 5 years after the final maturity date of the financing bonds.) This date may be revised further.

Tax Agreement Section 11. Sale of Facilities Date: 12/01/2044
(This is the final maturity date of bonds financing the Facilities.)

Appendix A Section 2. Rebate Yield(s): 2.73%
 Restriction Yield(s): 2.73%
 Rebate Computation Date: 12/31/2017

Appendix A Section 3. Investment Restriction Date: 12/31/2017

Appendix A Section 4. Investment Restriction Date: 12/31/2017

Dates used for Section 3 and Section 4 are both 3 years after the earliest issuance of bonds financing the Facilities

Appendix A Section 5 Bond Yield: 2.7%.

Appendix A Section 7.

 Earliest Sale date of any financed property 12/01/2044:

 This is the final maturity date of bonds financing the Facilities in both places.

Appendix A Section 8. Minimum Useful Life 20 years:

 This is the number that when multiplied by 120% equals the weighted average maturity of bonds financing the Facilities.

ACKNOWLEDGEMENT OF RECEIPT OF FUNDS

The Village of Brookfield (the "*Village*") provides this receipt for \$ _____ received by the Village on ____/____/____.

This amount is allocable to the following post, current or future expenditures check one:

No.	Amount	Party Paid or to be Paid	Date Paid or Expected to be Paid	Check One			Future Amount
				Past	Current	Future	
1.	\$						
2.							
3.							
4.							
5.							
Total	\$						\$

The expenditures described above may exceed (but not be less than) the amount received by the Village.

The Village will hold the sum of future expenditures in the MWRDGC Project Account to be invested and tracked as described in the Tax Agreement.

The Village confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

Village OF BROOKFIELD

By _____
Its: _____

EXHIBIT "B"

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE OF BROOKFIELD AND THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN,
CONSTRUCTION, OPERATION AND MAINTENANCE OF THE
PRAIRIE /WASHINGTON PUMP STATION IMPROVEMENTS**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
BROOKFIELD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND
MAINTENANCE OF PRAIRIE / WASHINGTON PUMP STATION IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the "Agreement") entered into, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "MWRDGC") and the Village of Brookfield, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the "Village").

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act"); and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the MWRDGC; and

WHEREAS, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes the MWRDGC to plan, implement, and finance local activities relating to stormwater management in Cook County; and

WHEREAS, the Act further authorizes the MWRDGC to assume responsibility for maintaining any stream within Cook County;

WHEREAS, the Village is located within the boundaries of Cook County; and

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain waterways within its corporate limits; and

WHEREAS, the Village proposes to install a new pump station and back-up generator, near the Washington Avenue / Forest Avenue intersection, a box culvert under Forest Avenue, a new detention pond west of Forest Avenue, and other miscellaneous storm sewer improvements and restoration for the public benefit of reducing flooding in the general area (the "Public Benefit") ; and

WHEREAS, the Village intends to perform the design, construction, operation and maintenance of the new pump station, box culvert, pond, and other miscellaneous storm sewer improvements, and to own those improvements (hereinafter referred to as the "Project"); and

WHEREAS, the Village's proposed plans for the Project may be approached more effectively, economically, and comprehensively with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the size and scope of this Project would be substantially reduced but for the MWRDGC's commitment of financial and technical resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution, allow and encourage intergovernmental cooperation; and

WHEREAS, on __June 5, __, 2014__, the MWRDGC's Board of Commissioners authorized the MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on April, 11, 2016, the Village's Board authorized the Village to enter into an intergovernmental agreement with the MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals. The recitals set forth above are incorporated herein by reference and made a part hereof.

Article 2. Scope of Work.

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of the new storm sewers, a detention pond, and a new pump station (hereinafter the "Facilities") in the Village of Brookfield, as depicted on Exhibit 1. All work to design, construct, operate, and maintain the Facilities shall hereinafter be referred to as the "Project".

2. The Village, at its sole cost and expense, must prepare construction drawings, specifications, and details (hereinafter "Construction Documents") for the Project.
3. The Project shall realize the Public Benefit of helping to alleviate flooding in the area tributary to the new storm sewers, detention pond, and pump station.
4. The Village shall provide the MWRDGC with a copy of the 60% and 98% complete Construction Documents prior to bidding the Project for the MWRDGC's approval as to the Project's intended stormwater benefit to the public.
5. The MWRDGC shall review and provide comments to the Village as to the Project's intended Public Benefit in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents referenced in Article 2, Subsection 2. The Village shall incorporate the MWRDGC's review comments into the Construction Documents.
6. The Village, at its sole cost and expense, must construct the Project in accordance with the final Construction Documents.
7. The Village must publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village. The Village shall consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24, and Multi-Project Labor Agreement and Memorandum of Understanding (attached to this Agreement as Exhibits 2 and 3, respectively) when advertising and awarding the construction contracts. The Village shall also require a payment bond and performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The Village may impose more stringent requirements than those contained in Exhibits 2 and 3 when awarding Project-related construction contracts, but in no event shall the Village's requirements fall below the MWRDGC's applicable general standards. The Village is not required to include the attached Exhibits 2 and 3 as part of its bid documents. However, the Village is responsible for ensuring that the applicable minimum requirements are met.
8. The Village shall comply with the applicable provisions of the MWRDGC's Affirmative Action Requirements and Affirmative Action Ordinance (attached to this Agreement as Exhibit 4). Affirmative action goals for the Project shall be: 10% of the total amount of reimbursement provided by the MWRDGC for the Project for Women-Owned Business Enterprises, 20% of the total amount of reimbursement provided by the MWRDGC for the

Project for Minority-Owned Business Enterprises, and 10% of the total amount of reimbursement provided by the MWRDGC for the Project for Small Business Enterprises.

9. In order to evidence compliance with the MWRDGC Affirmative Action Requirements, the Village must complete the Affirmative Action Status Report ("Status Report") and submit a letter from a certifying agency that verifies the MBE/WBE/SBE status of the vendors. The Village will submit to the MWRDGC an Affirmative Action Status Report ("**Report**") at 25%, 50%, 75%, and 100% completion of construction of the Facilities in the form attached to this Agreement as Exhibit 5. Failure to submit the Report may result in delay or denial of payment. The Status Report and the letter from a certifying agency must be submitted to the MWRDGC's Diversity Administrator.
10. Failure to comply with the Affirmative Action Ordinance and Requirements may result in delay or denial of payment.
11. The Village must comply with MWRDGC's Affirmative Action goals only with respect to that portion of the cost of the Project for which MWRDGC has contributed funds.
12. MWRDGC will have the right to access and inspect, with reasonable notice, any records or documentation related to the Village's compliance with the MWRDGC Affirmative Action goals and requirements.
13. The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* while conducting the construction of the Facilities. Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor. The prevailing wage rates are revised by the Illinois Department of Labor and are available on the Department's official website. It is the responsibility of the Village to obtain and comply with any revisions to the rates should they change throughout the duration of the Agreement.
14. The Village, at its sole cost and expense, must provide final project design, land acquisition and remediation, and construction oversight and administrative support for the Project.
15. The MWRDGC will reimburse the Village for 44.0% of the Project cost, but in no event shall that amount exceed One Million and NO/100 Dollars (\$1,000,000.00)("Maximum Reimbursement Amount"). All reimbursement provided by the MWRDGC must be used exclusively for the construction of the Project, including the cost of acquiring easements and parcels of real property necessary for the completion of the Project. For purposes of

this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The MWRDGC shall disburse funds to the Village in accordance with the following schedule:

- a. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 25% completion of construction;
 - b. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 50% completion of construction;
 - c. Up to 25% of the Maximum Reimbursement Amount at receipt of invoices for 75% completion of construction; and
 - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover 44.0% of the Project cost shall be paid at receipt of invoices for final completion and after final inspection by the MWRDGC. The MWRDGC will only pay invoices submitted in strict accordance with this schedule. The Village shall submit invoices for the representative percentage of construction within thirty (30) days of meeting its respective completion percentage.
16. As of the date the Village executed this Agreement, the Village has spent approximately \$172,160.00 on engineering, property acquisition, and other design-related project costs. The Village will also contribute approximately \$1,097,800.00 towards total construction costs, including construction inspection.
17. As a condition for reimbursement, the Village shall submit copies of construction invoices to the MWRDGC for the MWRDGC's review and approval. Reimbursement provided by the MWRDGC shall not exceed the amount invoiced for the construction of the Facilities.
18. The Village shall return all funds provided by the MWRDGC if the Project is not completed within two years of award of the construction contract, unless the MWRDGC approves extension(s); such approvals shall not be unreasonably withheld. If the Village does not use all of the MWRDGC's disbursed funds for the construction of the Facilities, then the Village shall return any unused funds to the MWRDGC within (sixty) 60 days.

Article 3. Permits and Fees.

1. Federal, State, County, and Local Requirements. The Village shall obtain all federal, state, county, and local permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, county, and/or local regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. Maintenance. The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the Facilities in connection with the Project, and in accordance with Article 5 of this Agreement.

Article 4. Property Interests.

1. Prior to construction, the Village shall make best efforts to acquire from property owners any temporary or permanent easements, license agreements, or fee simple title necessary for construction of, maintenance of, and access to the Project.
2. Should acquisition of property interests via condemnation or otherwise be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorneys' fee.
3. The Village shall record all easements, licenses or deeds acquired for the Project.
4. Whereupon the Village acquires permanent easements for maintenance and access from property owners, the rights and obligations for maintenance and access shall be the sole responsibility of the Village, subject to the provisions in Article 5 below.
5. The Village shall own all of the improvements constructed for this Project and pursuant to this Agreement including but not limited to the Facilities. The Village will control the operation and use of these improvements.
6. Nothing in this Agreement shall be construed as creating an ownership or property interest for the MWRDGC in any of the improvements constructed pursuant to this Agreement.

Article 5. Maintenance.

1. The Village, at its sole cost and expense, shall perpetually maintain the Facilities and any other appurtenances associated with this Project in accordance with the Operations and Maintenance Plans attached to this Agreement as Exhibit 6.

2. The Village shall conduct annual inspections to ensure adequate maintenance. The Village shall prepare a report detailing its annual inspection, observations and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the MWRDGC within thirty (30) days of completion.
3. The MWRDGC shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Facilities upon reasonable notice to the Village.
4. In the event of failure of the Village to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the MWRDGC may cause such maintenance to be performed and the Village shall pay the MWRDGC the entire cost the MWRDGC incurred to perform the required maintenance.
5. In the event of failure of the Village to maintain or operate the Facilities to provide the intended public benefit, the MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to the MWRDGC.
6. In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification.

1. Bid Advertisement. The Village will provide the MWRDGC with 30 days notice prior to Bid Advertisement for the Project.
2. Construction. The Village shall provide the MWRDGC with a construction schedule and provide the MWRDGC a minimum of 72 hours notice before the following project milestones:
 - Commencement of work;
 - Substantial completion of the Facilities; and

- Completion of work.

Article 7. Termination by the Village. Prior to commencement of Construction of the Project, the Village may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 26 below, terminate this Agreement as it pertains to the entire Project. The Village shall return all Project-related funds received from the MWRDGC no later than 14 days following its termination of the Agreement.

Article 8. Termination by the MWRDGC. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 27 below, terminate this Agreement as it pertains to the entire Project.

Article 9. Effective Date. This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 10. Duration. Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

Article 11. Non-Assignment. Neither party may assign its rights or obligations hereunder without the written consent of the other party.

Article 12. Waiver of Personal Liability. No official, employee, or agent of either party to this Agreement shall be charged personally by the other party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 13. Indemnification. The Village shall defend, indemnify, and hold harmless the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of or are in any way related to: (1) the design, construction, or

maintenance of the Project that is the subject of this Agreement; or (2) the exercise of any right, privilege, or authority granted to the Village under this Agreement.

Article 14. Representations of the Village. The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation; and
4. The Village has allocated \$1,097,800 of funds for the Project in addition to funds to be provided by the MWRDGC under this Agreement.

Article 15. Representations of the MWRDGC. The MWRDGC covenants, represents, and warrants as follows:

1. The MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the MWRDGC are duly authorized to sign same on behalf of and to bind the MWRDGC; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the MWRDGC or any instrument to which the MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Disclaimers. This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the MWRDGC and any party other than the Village.

Article 17. Waivers. Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 18. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 19. Necessary Documents. Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the completion of the Project, the Village shall provide the MWRDGC with a full sized copy of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the Village's resident engineer and the contractor.

Article 20. Deemed Inclusion. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

Article 21. Entire Agreement. This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 22. Amendments. This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

Article 23. References to Documents. All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

Article 24. Judicial and Administrative Remedies. The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement must be executed in quadruplicate.

The rights and remedies of the MWRDGC or the Village shall be cumulative, and election by the MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

Article 25. Tax Exempt Status. The Village shall not use or permit to be used or operate the Project in any manner or for any purpose or take any action or omit to take any action which could result in loss of the exclusion from gross income for federal income tax purposes of the interest on any obligations of the MWRDGC or the loss of any credit payment or tax credit to the MWRDGC or any other party from the United States Treasury (such as, for example, was available to units of local government for "build America bonds") (any of such advantages being "Tax Advantaged Status"), as such Tax Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Sections 54 through 57, 103, and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated there under or decisions of any court of

competent jurisdiction (collectively, the "Tax Laws"). The Village agrees to provide a certification and agreement, in the form as attached to this Agreement as Exhibit 6, regarding compliance with the Tax Laws (the "Tax Agreement"). In the event modification of such form of certification is required, such modification shall be passed upon by bond counsel to the MWRDGC.

Article 26. Notices. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement i.e., "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF BROOKFIELD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF PRAIRIE / WASHINGTON PUMP STATION IMPROVEMENTS" must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the parties:

Article 27. Representatives. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For the MWRDGC:

Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago

For the Village:

Keith Sbiral
Village Manager
8820 Brookfield Avenue

100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681

Brookfield, Illinois 60513
Phone: (708) 485-1115
FAX: (708) 485-4971

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

DRAFT

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Brookfield, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

VILLAGE OF BROOKFIELD

BY: _____

Keith R. Sbiral, Village Manager

DATE: _____

ATTEST:

Brigid Weber, Village Clerk

Date _____

DRAFT

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance Date

Executive Director Date

ATTEST:

Clerk Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

Engineer of Stormwater Management Date

Assistant Director of Engineering Date

Director of Engineering Date

APPROVED AS TO FORM AND LEGALITY:

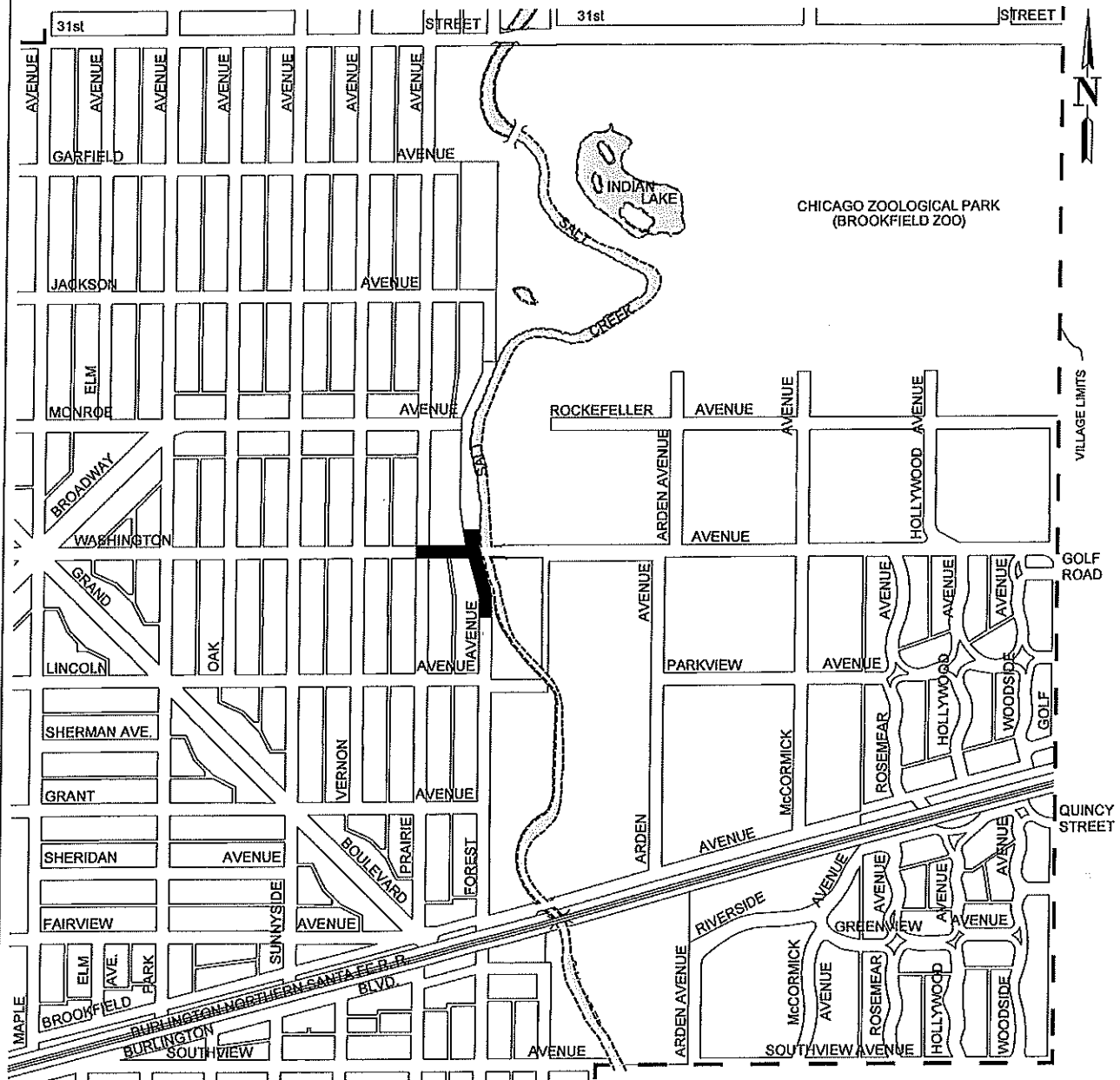
Head Assistant Attorney Date

General Counsel Date

EXHIBIT 1

VILLAGE OF BROOKFIELD

STORMWATER PUMP STATION



LOCATION MAP

Exhibit 2: District's Purchasing Act

(70 ILCS 2605/11.1) (from Ch. 42, par. 331.1)

Sec. 11.1. Sections 11.1 through 11.24 of this amendatory Act of 1963 shall be known and may be cited as the "Purchasing Act for the Metropolitan Sanitary District of Greater Chicago."

(Source: P.A. 82-1046.)

(70 ILCS 2605/11.2) (from Ch. 42, par. 331.2)

Sec. 11.2. In addition to all the rights, powers, privileges, duties and obligations conferred thereon in "An Act to create sanitary districts and to remove obstructions in the Des Plaines and Illinois rivers", approved May 29, 1889, as amended, the Metropolitan Sanitary District of Greater Chicago shall have the rights, powers and privileges and shall be subject to the duties and obligations conferred thereon by this amendatory Act of 1963.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.3) (from Ch. 42, par. 331.3)

Sec. 11.3. Except as provided in Sections 11.4 and 11.5, all purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold and made by or on behalf of the sanitary district for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, or the granting of any concession, shall be let by free and open competitive bidding after advertisement, to the lowest responsible bidder or to the highest responsible bidder, as the case may be, depending upon whether the sanitary district is to expend or receive money.

All such purchase orders or contracts which shall involve amounts that will not exceed the mandatory competitive bid threshold, shall also be let in the manner prescribed above whenever practicable, except that after solicitation of bids, such purchase orders or contracts may be let in the open market, in a manner calculated to insure the best interests of the public. The provisions of this section are subject to any contrary provisions contained in "An Act concerning the use of Illinois mined coal in certain plants and institutions", filed July 13, 1937, as heretofore and hereafter amended. For purposes of this Section, the "mandatory competitive bid threshold" is a dollar amount equal to 0.1% of the total general fixed assets of the district as reported in the most recent required audit report. In no event, however, shall the mandatory competitive bid threshold dollar amount be less than \$10,000 or more than \$40,000.

Notwithstanding the provisions of this Section, the sanitary district is expressly authorized to establish such procedures as it deems appropriate to comply with state or federal regulations as to affirmative action and the utilization of small and minority businesses in construction and procurement contracts.

(Source: P.A. 92-195, eff. 1-1-02.)

(70 ILCS 2605/11.4) (from Ch. 42, par. 331.4)

Sec. 11.4. Contracts which by their nature are not adapted to award by competitive bidding, such as, but not only, contracts for the services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important part, contracts for the purchase or sale of utilities and contracts for materials economically procurable only from a single source of supply and leases of real property where the sanitary district is the lessee shall not be subject to the competitive bidding requirements of this Act. The sanitary district is expressly authorized to procure from any federal, state or local governmental unit or agency such surplus materials, as may be made available without conforming to the competitive bidding requirements of this Act. Regular employment contracts, whether classified in civil service or not, shall not be subject to the competitive bidding requirements of this Act. (Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.5) (from Ch. 42, par. 331.5)

Sec. 11.5. In the event of an emergency affecting the public health or safety, so declared by action of the board of trustees, which declaration shall describe the nature of the injurious effect upon the public health or safety, contracts may be let to the extent necessary to resolve such emergency without public advertisement. The declaration shall fix the date upon which such emergency shall terminate. The date may be extended or abridged by the board of trustees as in its judgment the circumstances require.

The executive director appointed in accordance with Section 4 of this Act shall authorize in writing and certify to the director of procurement and materials management those officials or employees of the several departments of the sanitary district who may purchase in the open market without filing a requisition or estimate therefor, and without advertisement, any supplies, materials, equipment or services, for immediate delivery to meet bona fide operating emergencies where the amount thereof is not in excess of \$50,000; provided, that the director of procurement and materials management shall be notified of such emergency. A full written account of any such emergency together with a requisition for the materials, supplies, equipment or services required therefor shall be submitted immediately by the requisitioning agent to the executive director and such report and requisition shall be submitted to the director of procurement and materials management and shall be open to public inspection for a period of at least one year subsequent to the date of such emergency purchase. The exercise of authority in respect to purchases for such bona fide operating emergencies shall not be dependent upon a declaration of emergency by the board of trustees under the first paragraph of this Section. (Source: P.A. 95-923, eff. 1-1-09; 96-165, eff. 8-10-09.)

(70 ILCS 2605/11.6) (from Ch. 42, par. 331.6)

Sec. 11.6. The head of each department shall notify the director of procurement and materials management of those officers and employees authorized to sign requests for purchases. Requests for purchases shall be void unless executed by an authorized officer or employee and approved by the director of procurement and materials management. Requests for purchases may be executed, approved and signed manually or electronically.

Officials and employees making requests for purchases shall not split or otherwise partition for the purpose of evading the competitive bidding requirements of this Act, any undertaking involving amounts in excess of the mandatory competitive bid threshold.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.7) (from Ch. 42, par. 331.7)

Sec. 11.7. All proposals to award purchase orders or contracts involving amounts in excess of the mandatory competitive bid threshold shall be published at least 12 calendar days in advance of the date announced for the receiving of bids, in a secular English language newspaper of general circulation in said sanitary district and shall be posted simultaneously on readily accessible bulletin boards in the principal office of the sanitary district. Nothing contained in this section shall be construed to prohibit the placing of additional advertisements in recognized trade journals. Advertisements for bids shall describe the character of the proposed contract or agreement in sufficient detail either in the advertisement itself or by reference to plans, specifications or other detail on file at the time of publication of the first announcement, to enable the bidders to know what their obligation will be. The advertisement shall also state the date, time and place assigned for the opening of bids. No bids shall be received at any time subsequent to the time indicated in the announcement; however, an extension of time may be granted for the opening of such bids upon publication in the same newspaper of general circulation in said sanitary district stating the date to which bid opening has been extended. The time of the extended bid opening shall not be less than 5 days after publication, Sundays and legal holidays excluded.

Cash, cashier's check or a certified check payable to the clerk and drawn upon a bank, as a deposit of good faith, in a reasonable amount not in excess of 10% of the contract amount, may be required of each bidder by the director of procurement and materials management on all bids involving amounts in excess of the mandatory competitive bid threshold. If a deposit is required, the advertisement for bids shall so specify. Instead of a deposit, the director of procurement and materials management may allow the use of a bid bond if the bond is issued by a surety company that is listed in the Federal Register and is authorized to do business in the State of Illinois.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.8) (from Ch. 42, par. 331.8)

Sec. 11.8. Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such bidder void. Each bidder shall accompany his bid with a sworn statement, or otherwise swear or affirm, that he has not been a party to any such agreement or collusion. Any disclosure in advance of the opening of bids, on the terms of the bids submitted in response to an advertisement, made or permitted by the director of procurement and materials management or any officer or employee of said sanitary district shall render the proceedings void and shall require re-advertisement and re-award.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.9) (from Ch. 42, par. 331.9)

Sec. 11.9. All sealed bids shall be publicly opened by the director of procurement and materials management, or his designee, and such bids shall be open to public inspection for a period of at least 48 hours before award is made; provided, this provision shall not apply to the sale of bonds, tax anticipation warrants or other financial obligations of the sanitary district.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.10) (from Ch. 42, par. 331.10)

Sec. 11.10. Every contract or purchase order involving amounts in excess of the mandatory competitive bid threshold shall be signed by the president or other duly authorized officer of the board of commissioners, by the executive director, by the clerk and by the director of procurement and materials management. Each bid with the name of the bidder shall be entered upon a record which shall be open to public inspection in the office of the director of procurement and materials management. After the award is made, the bids shall be entered in the official records of the board of commissioners.

All purchase orders or contracts involving amounts that will not exceed the mandatory competitive bid threshold shall be let by the director of procurement and materials management. They shall be signed by the director of procurement and materials management and the clerk. All records pertaining to such awards shall be open to public inspection for a period of at least one year subsequent to the date of the award.

An official copy of each awarded purchase order or contract together with all necessary attachments thereto, including assignments and written consent of the director of procurement and materials management shall be retained by the director of procurement and materials management in an appropriate file open to the public for such period of time after termination of contract during which action against the municipality might ensue under applicable laws of limitation. Certified copies of all completed contracts and purchase orders shall be filed with the clerk. After the appropriate period, purchase orders, contracts and attachments in the clerk's possession may be destroyed by direction of the

director of procurement and materials management.

The provisions of this Act are not applicable to joint purchases of personal property, supplies and services made by governmental units in accordance with Sections 1 through 5 of "An Act authorizing certain governmental units to purchase personal property, supplies and services jointly," approved August 15, 1961.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.11) (from Ch. 42, par. 331.11)

Sec. 11.11. In determining the responsibility of any bidder, the director of procurement and materials management may take into account, in addition to financial responsibility, past records of transactions with the bidder, experience, adequacy of equipment, ability to complete performance within a specific time and other pertinent factors, including but not limited to whether the equipment or material is manufactured in North America.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.12) (from Ch. 42, par. 331.12)

Sec. 11.12. Any and all bids received in response to an advertisement may be rejected by the director of procurement and materials management if the bidders are not deemed responsible, or the character or quality of the services, supplies, materials, equipment or labor do not conform to requirements, or if the public interest may be better served thereby.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.13) (from Ch. 42, par. 331.13)

Sec. 11.13. Bond, with sufficient sureties, in such amount as shall be deemed adequate by the director of procurement and materials management not only to insure performance of the contract in the time and manner specified in said contract but also to save, indemnify and keep harmless the sanitary district against all liabilities, judgments, costs and expenses which may in anywise accrue against said sanitary district in consequence of the granting of the contract or execution thereof shall be required for all contracts relative to construction, rehabilitation or repair of any of the works of the sanitary district and may be required of each bidder upon all other contracts in excess of the mandatory competitive bid threshold when, in the opinion of the director of procurement and materials management, the public interest will be better served thereby.

In accordance with the provisions of "An Act in relation to bonds of contractors entering into contracts for public construction", approved June 20, 1931, as amended, all contracts for construction work, to which the sanitary district is a party, shall require that the contractor furnish bond guaranteeing payment for materials and labor utilized in the contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.14) (from Ch. 42, par. 331.14)

Sec. 11.14. No contract to which the sanitary district is a party shall be assigned by the successful bidder without the written consent of the director of procurement and materials management. In no event shall a contract or any part thereof be assigned to a bidder who has been declared not to be a responsible bidder in the consideration of bids submitted upon the particular contract.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.15) (from Ch. 42, par. 331.15)

Sec. 11.15. No person shall be employed upon contracts for work to be done by any such sanitary district unless he is a citizen of the United States or has in good faith declared his intention to become such a citizen. In all cases where an alien after filing his declaration of intention to become a citizen of the United States, shall for the space of three months after he could lawfully do so, fail to take out his final papers and obtain his citizenship such failure shall be prima facie evidence that his declaration of intention was not made in good faith.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.16) (from Ch. 42, par. 331.16)

Sec. 11.16. The executive director, with the advice and consent of the board of trustees, shall appoint the director of procurement and materials management. Any person appointed as the director of procurement and materials management must have served at least 5 years in a responsible executive capacity requiring knowledge and experience in large scale purchasing activities.

In making the appointment, the president shall appoint an advisory committee consisting of 5 persons, one of whom shall be the executive director, which advisory board shall submit not fewer than 3 names to the general superintendent for the appointment. The executive director shall make the appointment from nominees submitted by the Advisory Committee after giving due consideration to each nominee's executive experience and his ability to properly and effectively discharge the duties of the director of procurement and materials management.

The director of procurement and materials management may be removed for cause by the executive director. He is entitled to a public hearing before the executive director prior to such anticipated removal. The director of procurement and materials management is entitled to counsel of his own choice. The executive director shall notify the board of trustees of the date, time, place and nature of each hearing and he shall invite the board to appear at each hearing.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.17) (from Ch. 42, par. 331.17)

Sec. 11.17. Powers of director of procurement and materials management. The director of procurement and materials management shall: (a) adopt, promulgate and from time to time revise rules and regulations for the proper conduct of his office; (b) constitute the agent of the sanitary district in contracting for labor, materials, services, or work, the purchase, lease or sale of personal property, materials, equipment or supplies in conformity with this Act; (c) open all sealed bids; (d) determine the lowest or highest responsible bidder, as the case may be; (e) enforce written specifications describing standards established pursuant to this Act; (f) operate or require such physical, chemical or other tests as may be necessary to insure conformity to such specifications with respect to quality of materials; (g) exercise or require such control as may be necessary to insure conformity to contract provisions with respect to quantity; (h) distribute or cause to be distributed, to the various requisitioning agencies of such sanitary district such supplies, materials or equipment, as may be purchased by him; (i) transfer materials, supplies, and equipment to or between the various requisitioning agencies and to trade in, sell, donate, or dispose of any materials, supplies, or equipment that may become surplus, obsolete, or unusable; except that materials, supplies, and equipment may be donated only to not-for-profit institutions; (j) control and maintain adequate inventories and inventory records of all stocks of materials, supplies and equipment of common usage contained in any central or principal storeroom, stockyard or warehouse of the sanitary district; (k) assume such related activities as may be assigned to him from time to time by the board of trustees; and (m) submit to the board of trustees an annual report describing the activities of his office. The report shall be placed upon the official records of the sanitary district or given comparable public distribution. (Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.18) (from Ch. 42, par. 331.18)

Sec. 11.18. The board of trustees is expressly authorized to establish a revolving fund to enable the director of procurement and materials management to purchase items of common usage in advance of immediate need. The revolving fund shall be reimbursed from appropriations of the using agencies. No officer or employee of a sanitary district organized pursuant to this Act shall be financially interested, directly or indirectly, in any bid, purchase order, lease or contract to which such sanitary district is a party. For purposes of this Section an officer or employee of the sanitary district is deemed to have a direct financial interest in a bid, purchase order, lease or contract with the district, if the officer or employee is employed by the district and is simultaneously employed by a person or corporation that is a party to any bid, purchase order, lease or contract with the sanitary district.

Any officer or employee convicted of a violation of this section shall forfeit his office or employment and in addition shall be guilty of a Class 4 felony.

(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.19) (from Ch. 42, par. 331.19)

Sec. 11.19. No department, office, agency or instrumentality, officer or employee of the sanitary district, shall be empowered to execute any purchase order or contract except as expressly authorized by this Act.

(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.19a) (from Ch. 42, par. 331.19a)

Sec. 11.19a. Purchases made pursuant to this Act shall be made in compliance with the "Local Government Prompt Payment Act", approved by the Eighty-fourth General Assembly.

(Source: P.A. 84-731.)

(70 ILCS 2605/11.20) (from Ch. 42, par. 331.20)

Sec. 11.20. There shall be a board of standardization, composed of the director of procurement and materials management of the sanitary district who shall be chairman, and 4 other members who shall be appointed by the president of the board of trustees of the sanitary district. The members shall be responsible heads of a major office or department of the sanitary district and shall receive no compensation for their services on the board. The board shall meet at least once each 3 calendar months upon notification by the chairman at least 5 days in advance of the date announced for such meeting. Official action of the board shall require the vote of a majority of all members of the board. The chairman shall cause to be prepared a report describing the proceedings of each meeting. The report shall be transmitted to each member and shall be made available to the president and board of trustees of such sanitary district within 5 days subsequent to the date of the meeting and all such reports shall be open to public inspection, excluding Sundays and legal holidays.

The board of standardization shall: (a) classify the requirements of the sanitary district, including the departments, offices and other boards thereof, with respect to supplies, materials and equipment; (b) adopt as standards, the smallest numbers of the various qualities, sizes and varieties of such supplies, materials and equipment as may be consistent with the efficient operation of the sanitary district; and (c) prepare, adopt, promulgate, and from time to time revise, written specifications describing such standards.

Specifications describing in detail the physical, chemical and other characteristics of supplies, material or equipment to be acquired by purchase order or contract shall be prepared by the board of standardization. However, all specifications pertaining to the construction, alteration, rehabilitation or repair of any real property of such sanitary district shall be prepared by the engineering agency engaged in the design of such construction, alteration, rehabilitation or repair, prior to approval by the director of procurement and materials management. The specification shall form a part of the purchase order or contract, and the performance of all such contracts shall be supervised by the engineering agency designated in the contracts.

In the preparation or revision of standard specifications

the board of standardization shall solicit the advice, assistance and cooperation of the several requisitioning agencies and shall be empowered to consult such public or non-public laboratory or technical services as may be deemed expedient. After adoption, each standard specification shall, until rescinded, apply alike in terms and effect to every purchase order or contract for the purchase of any commodity, material, supply or equipment. The specifications shall be made available to the public upon request.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.21) (from Ch. 42, par. 331.21)
Sec. 11.21. Official ordinances authorized by this Act shall be adopted by formal action of the board of trustees of the sanitary district and shall be published for the information of the public.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.22) (from Ch. 42, par. 331.22)
Sec. 11.22. Any purchase order or contract executed in violation of this Act shall be null and void. Public funds which have been expended thereon, may be recovered in the name of the sanitary district in any court of competent jurisdiction.
(Source: Laws 1963, p. 2498.)

(70 ILCS 2605/11.23) (from Ch. 42, par. 331.23)
Sec. 11.23. The comptroller of the sanitary district shall conduct audits of all expenditures incident to all purchase orders and contracts awarded by the director of procurement and materials management. The comptroller shall report the results of such audits to the president and board of trustees.
(Source: P.A. 95-923, eff. 1-1-09.)

(70 ILCS 2605/11.24) (from Ch. 42, par. 331.24)
Sec. 11.24. (a) A person or business entity shall be disqualified from doing business with The Metropolitan Sanitary District of Greater Chicago for a period of 5 years from the date of conviction or entry of a plea or admission of guilt, if that person or business entity:

1. has been convicted of an act of bribery or attempting to bribe an officer or employee of the federal government or of a unit of any state or local government or school district in that officer's or employee's official capacity; or
2. has been convicted of an act of bid-rigging or attempting to rig bids as defined in the Federal Sherman Anti-Trust Act and Clayton Act; or
3. has been convicted of bid-rigging or attempting to rig bids under the laws of the State of Illinois or any other state; or
4. has been convicted of an act of price-fixing or attempting to fix prices as defined by the Federal Sherman Anti-Trust Act and Clayton Act; or
5. has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois or any other state; or

6. has been convicted of defrauding or attempting to defraud the Federal government or a unit of any state or local government or school district; or

7. has made an admission of guilt of such conduct as set forth in subsections 1 through 6 above, which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or

8. has entered a plea of nolo contendere to charges of bribery, price-fixing, bid-rigging, or fraud as set forth in subsections 1 through 6 above.

(b) "Business entity" as used in this section means a corporation, partnership, trust, association, unincorporated business or individually owned business.

(c) A business entity shall be disqualified if the following persons are convicted of, have made an admission of guilt, or enter a plea of nolo contendere to a disqualifying act described in paragraph (a), subsections 1 through 6, regardless of whether or not the disqualifying act was committed on behalf or for the benefit of such business entity:

- (1) a person owning or controlling, directly or indirectly, 20% or more of its outstanding shares; or
- (2) a member of its board of directors; or
- (3) an agent, officer or employee of such business entity.

(d) Disqualification Procedure. After bids are received, whether in response to a solicitation for bids or public advertising for bids, if it shall come to the attention of the director of procurement and materials management that a bidder has been convicted, made an admission of guilt, a plea of nolo contendere, or otherwise falls within one or more of the categories set forth in paragraphs (a), (b) or (c) of this Section, the director of procurement and materials management shall notify the bidder by certified mail, return receipt requested, that such bidder is disqualified from doing business with the Sanitary District. The notice shall specify the reasons for disqualification.

(e) Review Board. A review board consisting of 3 individuals shall be appointed by the Executive Director of the Sanitary District. The board shall select a chairman from its own members. A majority of the members shall constitute a quorum and all matters coming before the board shall be determined by a majority. All members of the review board shall serve without compensation, but shall be reimbursed actual expenses.

(f) Review. The director of procurement and materials management's determination of disqualification shall be final as of the date of the notice of disqualification unless, within 10 calendar days thereafter, the disqualified bidder files with the director of procurement and materials management a notice of appeal. The notice of appeal shall specify the exceptions to the director of procurement and materials management's determination and shall include a request for a hearing, if one is desired. Upon receipt of the notice of appeal, the director of procurement and materials management shall provide a copy to each member of the review

board. If the notice does not contain a request for a hearing, the director of procurement and materials management may request one within 5 days after receipt of the notice of appeal. If a hearing is not requested, the review board may, but need not, hold a hearing.

If a hearing is not requested, the review board, unless it decides to hold a hearing, shall review the notice of disqualification, the notice of appeal and any other supporting documents which may be filed by either party. Within 15 days after the notice of appeal is filed, the review board shall either affirm or reverse the director of procurement and materials management's determination of disqualification and shall transmit a copy to each party by certified mail, return receipt requested.

If there is a hearing, the hearing shall commence within 15 days after the filing of the notice of appeal. A notice of hearing shall be transmitted to the director of procurement and materials management and the disqualified bidder not later than 12 calendar days prior to the hearing date, by certified mail, return receipt requested.

Evidence shall be limited to the factual issues involved. Either party may present evidence and persons with relevant information may testify, under oath, before a certified reporter. Strict rules of evidence shall not apply to the proceedings, but the review board shall strive to elicit the facts fully and in credible form. The disqualified bidder may be represented by an attorney.

Within 10 calendar days after the conclusion of the hearing, the review board shall make a finding as to whether or not the reasons given in the director of procurement and materials management's notice of disqualification apply to the bidder, and an appropriate order shall be entered. A copy of the order shall be transmitted to the director of procurement and materials management and the bidder by certified mail, return receipt requested.

(g) All final decisions of the review board shall be subject to review under the Administrative Review Law.

(h) Notwithstanding any other provision of this section to the contrary, the Sanitary District may do business with any person or business entity when it is determined by the director of procurement and materials management to be in the best interest of the Sanitary District, such as, but not limited to contracts for materials or services economically procurable only from a single source.

(Source: P.A. 95-923, eff. 1-1-09.)

SEPT 2005

MULTI-PROJECT LABOR AGREEMENT

with

CERTIFICATE OF COMPLIANCE

and

MEMORANDUM OF UNDERSTANDING

CONTAINS:

- 1) MPLA - JULY 1998**
- 2) MEMORANDUM OF UNDERSTANDING - JULY 2002**
- 3) CERTIFICATE OF COMPLIANCE - SEPT 2005**

***METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO
MULTI-PROJECT LABOR AGREEMENT***

This Agreement is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago ("the District"), as owner, and each of the undersigned labor organizations signatory hereto on July 9, 1998 in Chicago, Illinois.

Due to the size, duration, cost and important public purpose to be served by the construction of District facilities, the District has determined that it is in its best interests to have construction projects covered by this Agreement as defined below ("covered projects") completed in the most timely, productive, efficient, economical and orderly manner possible, without labor disputes resulting in lost time or disruptions of any kind, including economic or area standards disputes or jurisdictional disputes which might interfere with or delay the projects.

The parties have further determined the desirability of eliminating the potential for friction and disruption of any construction site by ensuring that all work performed on covered projects, and at any location of any covered project, is performed by the trade union(s) which have traditionally performed and have trade and geographic jurisdiction over such work in the geographic jurisdiction of the District.

The parties acknowledge and agree that the District shall not be considered an employer of any employee of any contractor or subcontractor on any covered project.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties hereto agree as follows:

1. Construction projects performed pursuant to contracts advertised and awarded by the District's Board of Commissioners after the date of execution of this Agreement shall be "covered projects" under this Agreement. Construction projects means all fixed works constructed for public use, and specifically excluding such matters as janitorial service, cafeteria service, truck hauling, landscaping, security service, window cleaning, clerical, thermographic inspection services, repair of heavy equipment, contracts for work to be performed in Fulton County and similar matters. The District shall be solely responsible for determining which projects are covered projects under this Agreement. Within a reasonable time after the District has determined in its sole discretion that a project is not covered by this Agreement it shall notify the Chicago & Cook County Building & Construction Trades Council ("the Council"). In the event of a disagreement as to coverage, the Council shall have fifteen (15) days from the time it is notified of coverage to file a protest with the District's Purchasing Agent. The parties shall thereafter endeavor to resolve the matter to their mutual satisfaction, but in any event, the District shall be solely responsible for determining coverage. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract.
2. A pre-job conference attended by representatives of the District, the contractors and the unions may be scheduled for a mutually available date prior to commencement of a covered

project. The nature of the project, the covered work, the work assignments and any other matters of mutual interest will be discussed.

3. During the term of this Agreement, the District, as owner, shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, alteration, painting, repair, or other construction or construction related work to be done on any covered project under this Multi-Project Labor Agreement to any person, firm, company or entity that does not have, or does not agree to be bound by and operate under, a current collective bargaining agreement with a union or labor organization affiliated with the AFL-CIO Building Trades Department, and the Council, or their Affiliates which have jurisdiction over the particular work in question. Copies of all such current appropriate agreements constitute Appendix "A" to this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Multi-Project Labor Agreement. The provisions of this Agreement shall apply to the parties, their agents and affiliates, as well as to all contractors and subcontractors of whatsoever tier level, performing work on, or for, covered projects under this Multi-Project Labor Agreement. Said provisions of this agreement shall be included in all requests or advertisements for bid and all construction contracts and/or subcontracts pertaining to covered projects.
4. With respect to a contractor or subcontractor who is the successful bidder but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement executed by said bidder shall strictly be limited in scope to the situs of the covered project.
5. The unions understand that due to the varied nature and size of covered projects, materials and equipment will in many cases be procured from sources outside of the geographic areas of the signatory unions. Such materials and equipment may be delivered by independent cargo haulers, rail, ship and/or truck drivers. The District agrees that it will request its contractors to request union affiliate employees to make deliveries to the covered project sites. The union agrees that deliveries will be made without disruption to any work on the covered project.
6. The unions acknowledge that some equipment and materials will be used on covered projects that is preassembled or prefabricated. To the extent consistent with existing collective bargaining agreements and applicable law, there will be no refusal by the unions to handle, transport, install or connect such equipment or materials.
7. During the term of this Agreement, the District and their contractors and subcontractors, shall engage in no lockout at the covered project sites.
8. During the term of this Agreement, no union or any of its members, officers, stewards, agents or representatives, or any employee, shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing or handbilling of the covered project sites or any other District site for any reason whatsoever, including, but not limited to, a dispute between the District or any contractor or subcontractor and any union

or any employee, or by and between any union, or in sympathy with any union or employee or with any other individual or group.

9. Each union agrees that it will use its best efforts to prevent any of the acts forbidden in Section 8 and that, in the event any such act takes place or is engaged in by any employee or group of employees, each union further agrees that it will use its best efforts (including its full disciplinary power under its applicable Constitution and By-Laws) to cause an immediate cessation thereof. Each union also agrees that if any union, individual or group of employees on covered projects engages in any handbilling, picketing, strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption, the other unions will consider such picketing or other work action as unauthorized and will refuse to honor any picket line established and the unions further agree to instruct their members to cross such unauthorized lines. Failure of any union or groups of employees to cross such unauthorized picket lines on any covered project shall be a violation of this agreement.
10. Any contractor or subcontractor shall have the right to discharge or discipline any employee who violates the provisions of this agreement or any project rules and regulations established pursuant to Section 12. Such discharge or discipline by a contractor or subcontractor shall be subject to the grievance-arbitration procedure of the applicable collective bargaining contract only as to the fact of such employee's violation of this agreement. If such fact is established, the penalty imposed shall not be subject to review and shall not be disturbed.
11. The unions understand and acknowledge that the District's contractors and subcontractors are responsible to perform the covered projects as required by the District. Therefore, the contractors have the complete authority, subject to any District approval provided by the contract, and applicable Collective Bargaining Agreements to:
 - a) Plan, direct and control the operation of all work.
 - b) Hire and lay off employees as the contractor feels appropriate to meet work requirements and/or skills required.
 - c) Determine work methods and procedures.
 - d) Determine the need and number of foremen.
 - e) Require all employees to observe contractor and/or District rules and regulations.
 - f) Require all employees to observe all safety regulations prescribed by the contractor and/or District and to work safely.
 - g) Discharge, suspend or discipline employees for proper cause.
12. It is agreed that contractors may implement reasonable project rules and regulations, and such rules and regulations shall be distributed to all employees on the project. It is

understood that these rules and regulations shall not be inconsistent with the terms of this agreement. Violation of the project rules and regulations is just cause for disciplinary action subject to the grievance procedure of the applicable Collective Bargaining Agreement as provided in Section 10.

13. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this agreement and any form of self-help remedy is expressly forbidden.
14. The term of this agreement shall be three (3) years and shall be continued from year to year thereafter unless a sixty-day notice is given by the District or the council. Any project commencing during and determined to be covered under this agreement shall continue to be covered by its terms until the final acceptance of the project by the District. A project shall be deemed to commence with execution of the construction contracts and to conclude upon issuance by the District of a letter of final acceptance to the general contractor.
15. In addition to the obligations set forth in this agreement, in the event of a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved as follows:

- a) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between affiliate locals of the same International, the decision of the General President, or his/her designee, as the internal jurisdictional decision authority of that International, shall constitute a final and binding decision.)
- b) If no settlement is reached during the proceedings contemplated by Paragraph "15(a)" above, the matter shall be immediately referred to the Joint Conference Board, established by Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council for final and binding resolution of said dispute (a copy of the Standard Agreement is attached hereto and made a part hereof as Appendix "B".)

It is explicitly agreed to by all parties that the parties to this agreement, as well as each of their contractors and subcontractors, specifically are bound to the jurisdiction of the Joint Conference Board. Said provision shall become a provision in all contractors and subcontracts issues under the scope of work envisioned in the District's construction contracts.

16. The District, all contractors and all unions signatory to this agreement shall not discriminate against any employees because of race, creed, color or national origin, age or sex as required


by laws, and they will conform with all state and federal laws, regulations or executive orders dealing with fair employment practices and civil rights.

17. This agreement shall be incorporated into and become a part of the Collective Bargaining Agreements by and between the District's contractors and subcontractors and each union signatory hereto. In the event of inconsistency between this agreement and any such Collective Bargaining Agreement, the terms of this agreement shall supersede and prevail.
18. This agreement constitutes the entire agreement between the parties hereto and may not be changed or modified except by the subsequent written agreement of the parties.
19. All parties represent that they have the full legal authority to enter into this agreement.
20. If any provision, section, subsection or other portion of this agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this agreement enforceable. This agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this agreement to the extent necessary to comply with existing law and to enforce this agreement as modified.
21. Any liability under this agreement of the District, or any contractor or union signatory hereto shall be several and not joint. The District shall not be liable for any violations of this agreement by any contractor or signatory union, and any contractor or any signatory union shall not be liable for any violations of this agreement by any other contractor or any other union. In the event any provision of this agreement is determined to be invalid, illegal or unenforceable as specified in paragraph 20 neither the District, any contractor or any signatory union shall be liable for any action taken, or not taken, to comply with any court order.
22. In the event a dispute shall arise between a contractor or subcontractor any signatory union and/or fringe benefit fund as to the obligation and/or payment of fringe benefits provided for under the appropriate Collective Bargaining Agreement, upon notice to the District by the appropriate union signatory hereto of a claim for such benefits, the District shall forward such notification to the surety upon the contract, and to the general contractor. Neither contractors nor their subcontractors will be required to submit Certified Payroll Forms on covered projects.

THIS AGREEMENT and its attachments are made in duplicate and each copy is an original copy.

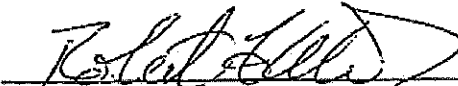
Executed at Chicago, Illinois, this 9th day of July, 1998.


For the Metropolitan Water Reclamation District of Greater Chicago

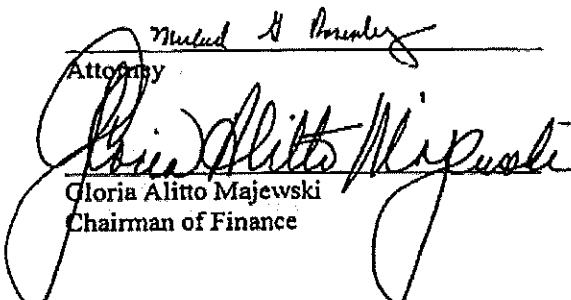

Hugh H. McMillan
General Superintendent



Darlene A. LoCascio
Purchasing Agent

Approved as to Form and Legality


Head Assistant Attorney


Mary C. West
Director of Finance/Clerk


Gloria Alitto Majewski
Chairman of Finance


Cynthia M. Santos
Chairman Committee on Labor and Industrial Relations

Approved:


Terrence J. O'Brien, President

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("District"), the Chicago & Cook County Building & Construction Trades Council ("Council"), and certain labor organizations on July 9, 1998 entered into a Multi-Project Labor Agreement ("MPLA"); and

WHEREAS, one of the labor organizations that is a party to the MPLA has notified the District of its intent not to continue its participation in the MPLA; and

WHEREAS, in that same spirit of harmony, labor-management cooperation and stability between the parties which culminated in the initial MPLA, the parties have endeavored to find that common ground which will allow all parties to remain as active participants in the MPLA, including the labor organization that gave notice of its intent not to continue its participation in the MPLA;

NOW THEREFORE, it is agreed between and among the parties that paragraph one of the MPLA shall be amended as follows:

"1. Construction projects performed pursuant to contracts advertised and awarded by the District's Board of Commissioners after the date of execution of this Agreement shall be "covered projects" under this agreement. Construction projects means all fixed works constructed for public use, and specifically excluding such matters as janitorial service, cafeteria service, truck hauling, security service, window cleaning, clerical, contracts for work to be performed in Fulton County and similar matters. Within a reasonable time after the District has determined that a project is not covered by this Agreement it shall notify the Chicago & Cook County Building & Construction Trades Council ("the Council"). In the event of a disagreement as to coverage, the Council shall have fifteen (15) days from the time it is notified of coverage to file a protest with the District's Purchasing Agent. Then parties shall thereafter endeavor to resolve the matter to their mutual satisfaction. Nothing herein shall prohibit or otherwise affect the District's right to cancel or otherwise terminate a contract."

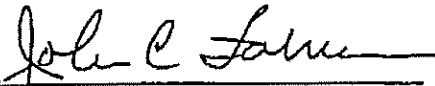
In all other respects, the MPLA entered into between the parties and dated July 9, 1998 shall remain unchanged.

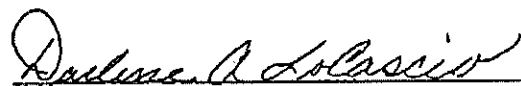
THIS MEMORANDUM OF AGREEMENT is made in duplicate and each copy is an

original copy.

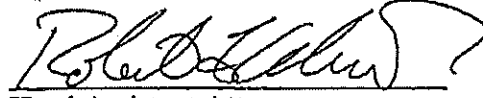
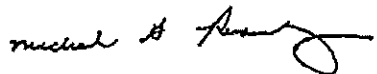
Executed at Chicago, Illinois, this 22d day of July, 2002.


For the Metropolitan Water Reclamation District of Greater Chicago



John C. Farnan
General Superintendent

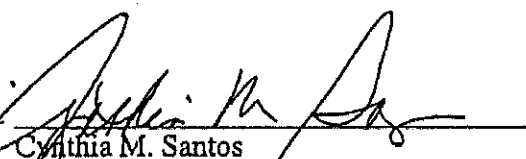

Darlene A. LoCascio
Purchasing Agent

Approved as to Form and Legality


Head Assistant Attorney



Mary C. West
Director of Finance/Clerk

Attorney

Gloria Afitto Majewski
Chairman of Finance


Cynthia M. Santos
Chairman Committee on Labor and
Industrial Relations

Approved:


Terrence J. O'Brien, President

Approved, for itself, and for the labor organizations
signatory to the MPLA dated July 9, 1998:


Michael P. O'Neil
President - Chicago & Cook County Building & Construction Trades Council

**AFFIRMATIVE ACTION INTERIM ORDINANCE
APPENDIX D
OF THE
METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

Section 1. Declaration of Policy

Whereas, it is the policy of the Metropolitan Water Reclamation District of Greater Chicago (the "District") to ensure competitive business opportunities for small, minority- and women-owned business enterprises in the award and performance of District contracts, to prohibit discrimination on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the award of or participation in District contracts, and to abolish barriers to full participation in District contracts by all persons, regardless of race, ethnicity or sex;

Whereas, the District pursuant to its authority under 70 ILCS 2605/11.3, is committed to establishing procedures to implement this policy as well as state and federal regulations to assure the utilization of minority-owned, women-owned and small business enterprises in a manner consistent with constitutional requirements;

Whereas, the District is committed to equal opportunity for minority- ,women-owned and small businesses to participate in the award and performance of District contracts;

Whereas, the Supreme Court of the United States in *City of Richmond v. J.A. Croson Co.*, 488 U.S. 469 (1989), has enunciated certain standards that are necessary to maintain effective contracting affirmative action programs in compliance with constitutional requirements;

Whereas, the District is committed to implementing its affirmative action program in conformance with the United States Supreme Court's decision in *Croson* and its progeny;

Whereas, in furtherance of this commitment, the Board of Commissioners directed the District staff and its outside consultants in 1990 to conduct an investigation into the scope of any discrimination in the award of and participation in District construction contracts as well as in the construction industry in Metropolitan Chicago, the extent to which such discrimination or the effects thereof has denied and continues to deny minority and women's business enterprises equal opportunity to participate in District contracts and to recommend the appropriate affirmative action steps to be taken to eliminate any such discrimination and its continuing effects.

Whereas, on June 21, 2001, the District adopted its Revised Appendix D, Notice of Requirements for Affirmative Action Program to Ensure Minority, Women and Small Business Participation ("Appendix D"); and

Whereas, in 2006 the Board of Commissioners undertook a review of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the

Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto;

Whereas, the Board of Commissioners has undertaken a review in 2012 of Appendix D, the District's contracting policy and operation under Appendix D and an investigation into the existence of continued discrimination against minority and women-owned businesses in the Metropolitan Chicago construction industry to evaluate the continued need for Appendix D and any necessary revisions thereto.

Section 2. Findings

The Board of Commissioners, having reviewed the report of the District's staff, its outside consultants and the reports of the District's Affirmative Action Administrator, finds:

1. In 2003, the U.S. District Court in *Builders Association of Greater Chicago v. City of Chicago*, 298 F. Supp.2d 725 (N.D. Ill. 2003) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBEs and WBEs.

2. In 2004, a study of the Metropolitan Chicago Construction Industry by Timothy Bates, Distinguished Professor, Wayne State University, concluded that the evidence that African-American, Hispanic and women-owned businesses have been, and continue to be disadvantaged in the construction industry and small businesses is strong, has remained consistent and that compelling evidence indicates that African-American, Hispanic, and women-owned businesses face barriers in the Metropolitan Chicago construction industry greater than those faced by white males.

3. A November, 2005 study of the Metropolitan Chicago construction industry by David Blanchflower, Professor of Economics at Dartmouth College, has determined that discrimination against Asian-owned businesses existed in the business community in areas of business financing and construction wages and that this, together with evidence of individual discrimination against Asian-owned construction companies, leads to the conclusion that discrimination against Asian owned businesses continues to exist in the Metropolitan Chicago construction industry.

4. In 2005, the U.S. District Court held in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 2005 U.S. Dist. LEXIS 19868 (N.D. Ill. Sept. 8, 2005) that there is strong evidence of the effects of past and current discrimination against MBEs and WBEs in the construction industry in the Chicago area.

5. The trial court's decision was affirmed in *Northern Contracting, Inc. v. Illinois Department of Transportation*, 473 F.3d 715 (7th Cir. 2007).

6. In 2006, the Board of Commissioners of Cook County, Illinois accepted a report it had commissioned titled, "Review of Compelling Evidence of Discrimination Against Minority- and Women-Owned Business Enterprise in the Chicago Area Construction Industry and Recommendations for Narrowly Tailored Remedies for Cook County, Illinois" (Cook County 2006 Report), which concluded that there is extensive evidence of discrimination against MBEs and WBEs in the Chicago area construction marketplace, and the participation of MBEs and

WBEs in the County's construction prime contracts and subcontracts is below the availability of such firms.

7. In 2006, the Illinois State Toll Highway Authority commissioned a study for the availability of Disadvantaged Business Enterprises ("DBEs") in its geographic and procurement markets, to ensure that its DBE program was narrowly tailored as required by constitutional standard, which found 19.56% DBE availability in construction, 19.36% DBE availability in construction-related professional services, and that DBE utilization had steadily increased from 2.40% in 2004 to 24.72% in 2010.

8. Board of Commissioners of Cook County commissioned a new report, entitled "The Status of Minority and Women-Owned Business Enterprises Relevant to Construction Activity In and Around Cook County, Illinois" (Cook County 2010 Study), which found that MBEs and WBEs were not utilized in all aspects in proportion to their availability.

9. In 2010 the U.S. Department of Justice produced a report to Congress, entitled "Compelling Interest for Race- and Gender-Conscious Federal Contracting Programs: An Update to the May 23, 1996 Review of Barriers to Minority- and Women-Owned Businesses," that updated the original basis for the U.S. Department of Transportation's DBE program and concluded that discriminatory barriers continue to impede the ability of MBEs and WBEs to compete with other firms on a fair and equal footing in government contracting markets, including in the construction industry.

10. In 2012, the District commissioned a report on barriers to construction opportunities in the Chicago area market and recommendations for District efforts to reduce such barriers, which found continuing disparities in the Chicago area construction market.

11. The District has determined that it has a continuing compelling interest in preventing public funds in construction contracts awarded by the District from perpetuating the effects of past discrimination and current discrimination against minority-owned and women-owned firms in its construction market.

12. The Affirmative Action Program adopted by the District and amended April 2, 2009 is hereby modified to further continue to ameliorate the effects of racial and gender discrimination in the marketplace.

13. The remedies adopted herein by the District will not overly burden non-MBE and non-WBE firms in the award of District Contracts.

14. The Commissioners shall periodically review minority-owned and women-owned participation in contracts awarded by the District to ensure that the District continues to have a compelling interest in remedying discrimination against minority and women-owned firms in the award of District construction contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

Now, therefore, the District Board of Commissioners hereby adopts this Interim Appendix D:

Section 3. Purpose and Intent

The purpose and intent of this Interim Ordinance is to mitigate the present effects of discrimination on the basis of race, ethnicity or sex in opportunities to participate on the District's prime contracts and associated subcontracts and to achieve equitable utilization of minority-owned, women-owned and small business enterprises in District construction contracts.

Section 4. Coverage

The following provisions, to be known as "Appendix D" together with relevant forms, shall apply and be appended to every construction contract awarded by the District where the estimated total expenditure is in excess of \$100,000.00, except contracts let in the event of an emergency pursuant to 70 ILCS 2605/11.5.

Section 5. Definitions

The meaning of these terms in this Interim Ordinance are as follows:

- (a) "Administrator" means the District's Affirmative Action Program Administrator.
- (b) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the District shall consider all appropriate factors, including common ownership, common management, and contractual relationships.
- (c) "Annual Participation Goals" mean the targeted levels established by the District for the annual aggregate participation of MBEs and WBEs in District construction contracts.
- (d) "Bidder" means an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not for profit corporation, a limited liability company or any other entity which has submitted a bid on a District contract.
- (e) "Books and Records" include, but are not limited to, payroll records, bank statements, bank reconciliations, accounts payable documents, account receivable documents, ledgers, all financial software, and all employer business tax returns.
- (f) "Contract Specific Goals" means the Goals established for a particular project or contract based upon the availability of MBEs or WBEs in the scope(s) of work of the Project.
- (g) "Construction contract" means any District construction contract or amendment thereto, providing for a total expenditure in excess of One Hundred Thousand Dollars (\$100,000.00) for the construction, demolition, replacement, major repair or renovation and maintenance of real property and improvement thereon or sludge hauling and any other related contract which the District deems appropriate to be subject to Appendix D consistent with the Interim Ordinance.
- (h) "Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities.

(i) "Contract Goals" means the numerical percentage goals for MBE, WBE or SBE participation to be applied to an eligible District construction contract subject to Appendix D for the participation of MBEs, WBEs and SBEs, based upon the scopes of work of the contract, the availability of MBEs, WBEs and SBEs to meet the goals, and the District's progress towards meeting its Annual MBE, WBE and SBE goals.

(j) "Director" means the District's Director of Procurement and Materials Management, formerly known as the Purchasing Agent.

(k) "Economically Disadvantaged" means an individual with a Personal Net Worth less than \$2,000,000.00, indexed annually for the Chicago Metro Area Consumer Price Index, published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January 2008.

(l) "Executive Director" means the chief administrative officer of the District, formerly known as the General Superintendent.

(m) "Expertise" means demonstrated skills, knowledge or ability to perform in the field of endeavor in which certification is sought by the firm as defined by normal industry practices, including licensure where required.

(n) "Good Faith Efforts" means those honest, fair and commercially reasonable actions undertaken by a contractor to meet the MBE or WBE goal which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Program's goals.

(o) "Hearing Officer" is an attorney licensed to practice in the State of Illinois, appointed by the Board of Commissioners, to conduct hearings as provided in this Interim Ordinance regarding a contractor's compliance or non-compliance with this Interim Ordinance.

(p) "Joint Venture" means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the certified firm is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship and responsibility to the contract.

(q) "Job Order Contract" or "JOC" means a firm, fixed price, indefinite quantity contract designed to complete a large number of construction projects quickly.

(r) "Local business" means a business located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois or Lake County in the State of Indiana which has the majority of its regular full-time work force located in this region or a business which has been placed on the District's vendor list or has bid on or sought District construction work.

(s) "Minority-owned business enterprise" or "MBE" means a Local Small business entity, including a sole proprietorship, partnership, corporation, limited liability company, Joint Venture or any other business or professional entity, which is at least fifty-one percent (51%) owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least fifty-one percent (51%) of the stock of which is owned by one or more members of one or more minority groups, and whose management, policies, major decisions and daily business operations are controlled by one or more Minority Individuals.

(t) "Minority Individual" means a natural person who is a citizen of the United States or lawful permanent resident of the United States and one of the following:

(i) African-American - A person having origins in any of the Black racial groups of Africa and is regarded as such by the African American Community of which the person claims to be a part.

(ii) Asian-American - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands or the Northern Marianas, and is regarded as such by the Asian American community of which the person claims to be a part.

(iii) Hispanic-American - A person having origins from Mexico, Puerto Rico, Cuba and South or Central America and is regarded as such by the Hispanic community of which the person claims to be a part, regardless of race.

(iv) Native-American - A person having origins in any of the original peoples of North America and who is recognized through tribal certification as a Native American by either a tribe or a tribal organization recognized by the Government of the United States of America.

(v) Individual members of other groups whose participation is required under state or federal regulations or by court order.

(vi) Individual members of other groups found by the District to be Socially Disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in the District's marketplace or to do business with the District.

(u) "Personal Net Worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE, provided that the other firm is certified by a governmental agency that meets the District's eligibility criteria or the individual's equity in his or her primary place or residence. As to assets held jointly with his or her spouse or recognized civil partner, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, individual retirement accounts, or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(v) "Prime Contractor" means a contractor that is awarded a District contract and is at risk for the completion of an entire District project, including purchasing all materials, hiring and paying subcontractors, and coordinating all the work.

(w) "Small Business Enterprise" or "SBE" means a small business as defined by the U.S. Small Business Administration (SBA), pursuant to the business size standards found in 13 CFR Part 121, relevant to the scope(s) of work the firm seeks to perform on District contracts, except that the size standard for specialty trade construction firms shall be 150 percent of the SBA size standard. A firm is not an eligible SBE in any calendar fiscal year in which its gross receipts, averaged over the firm's previous five fiscal years, exceed the size standards of 13 CFR Part 121.

(x) "Socially Disadvantaged" means a Minority Individual or Woman who has been subjected to racial, ethnic or gender prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to individual qualities. Social

disadvantage must stem from circumstances beyond the individual's control. A Socially Disadvantaged individual must be a citizen or lawfully admitted permanent resident of the United States.

(y) "Subcontractor" means a party that enters into a subcontract agreement with a District Prime Contractor to perform work or provide materials on a District project.

(z) "Tier" refers to the relationship of a subcontractor to the prime contractor. A subcontractor having a contract with the prime contractor, including a material supplier to the prime contractor, is considered a "first-tier subcontractor," while a subcontractor's subcontractor is a "second-tier subcontractor" and the subcontractor's material supplier is a "third-tier subcontractor." The subcontractor is subject to the same duties, obligations and sanctions as the contractor under this Ordinance.

(aa) "Utilization Plan" means the plan, in the form specified by the District, which must be submitted by a Bidder listing the MBEs, WBEs and SBE that the Bidder intends to use in the performance of a contract, the scopes of the work and the dollar values or the percentages of the work to be performed.

(bb) "Vendor list" means the District's list of firms that are certified as minority-owned or women-owned by the City of Chicago, the County of Cook, the State of Illinois, the Women's Business Development Center, or the Chicago Minority Supplier Development Council, or as a Disadvantaged Business Enterprise by the Illinois Unified Certification Program, or as a Small Disadvantaged Business by the U.S. Small Business Administration.

(cc) "Women-owned business enterprise" or "WBE" means a Local and Small business entity which is at least fifty-one percent (51%) owned by one or more women, or, in the case of a publicly held corporation, fifty-one percent (51%) of the stock of which is owned by one or more women, and whose management and daily business operations are controlled by one or more women. Determination of whether a business is at least fifty-one percent (51%) owned by a woman or women shall be made without regard to community property laws.

Section 6. Non-Discrimination and Affirmative Action Clause

As a precondition to selection, a Contractor must include in its bid proposal for a covered contract the following commitments:

During the performance of this contract, the Contractor agrees:

(a) It shall not discriminate on the basis of race, sex, gender, color, racial group or perceived racial group, disability, age, religion, national origin or ethnicity, sexual orientation, veteran or military discharge status, association with anyone with these characteristics, or any other legally protected characteristic in the solicitation for or purchase of goods in the performance of this contract.

(b) It shall actively solicit bids for the purchase or subcontracting of goods or services from qualified MBEs, WBEs and SBEs.

(c) It shall undertake Good Faith Efforts in accordance with the criteria established in this Interim Ordinance, to ensure that qualified MBEs, WBEs and SBEs are utilized in the performance of this contract and share in the total dollar value of the contract in accordance with

each of the applicable utilization goals established by the District for the participation of qualified MBEs, WBEs and SBEs.

(d) It shall require its subcontractors to make similar good faith efforts to utilize qualified MBEs, WBEs and SBEs.

(e) It shall maintain records and furnish the District all information and reports required by the District for monitoring its compliance with this Interim Ordinance.

(f) It shall designate a person to act as an Affirmative Action Coordinator to facilitate the review of all concerns related to the participation MBEs, WBEs and SBEs.

Section 7. Race and Gender Neutral Measures to Ensure Equal Opportunities for All Contractors and Subcontractors

The District shall develop and use measures to facilitate the participation of all firms in District construction contracting activities. These measures shall include, but are not limited to:

(a) Unbundling contracts to facilitate the participation of MBEs, WBEs and SBEs as Prime Contractors.

(b) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules to facilitate the participation of interested contractors and subcontractors.

(c) Providing timely information on contracting procedures, bid preparation and specific contracting opportunities, including through an electronic system and social media.

(d) Assisting MBEs, WBEs and SBEs with training seminars on the technical aspects of preparing a bid for a District contract.

(e) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing, and support for business development such as accounting, bid estimation, safety requirements, quality control.

(f) Prohibiting Prime Contractors from requiring bonding for subcontractors, where appropriate.

(g) Holding pre-bid conferences, where appropriate, to explain the contract and to encourage Bidders to use all available firms as subcontractors.

(h) Adopting prompt payment procedures, including, requiring by contract that Prime Contractors promptly pay subcontractors and investigating complaints or charges of excessive delay in payments.

(i) Developing Linked Deposit and other financing and bonding assistance programs to assist small firms.

(j) Reviewing retainage, bonding and insurance requirements and their application to bid calculations to eliminate unnecessary barriers to contracting with the District.

(k) Collecting information from all Prime Contractors on District construction contracts detailing the bids received from all subcontractors for District construction contracts and the expenditures to subcontractors utilized by Prime Contractors on District construction contracts.

(l) Limiting the self-performance of prime contractors, where appropriate.

(m) To the extent practicable, developing future policies to award contracts to SBEs.

(n) Maintaining information on all firms bidding on District prime contracts and subcontracts.

(o) At the discretion of the Board of Commissioners, awarding a representative sample of District construction contracts without goals, to determine MBE, WBE and SBE utilization in the absence of goals.

(p) Referring complaints of discrimination against MBEs, WBEs or SBEs to the appropriate authority for investigation and resolution.

Section 8. Certification Eligibility

(a) Only businesses that meet the criteria for certification as a MBE, WBE or SBE may be eligible for credit towards meeting Utilization Contract Goals. The applicant has the burden of production and persuasion by a preponderance of the evidence at all stages of the certification process.

(b) Only a firm owned by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) The firm's ownership by a Socially and Economically Disadvantaged person(s) must be real, substantial, and continuing, going beyond *pro forma* ownership of the firm as reflected in ownership documents. The owner(s) must enjoy the customary incidents of ownership and share in the risks and profits commensurate with that ownership interest.

(ii) The contributions of capital or Expertise by the Socially and Economically Disadvantaged owner(s) to acquire the ownership interest must be real and substantial. If Expertise is relied upon as part of a Socially and Economically Disadvantaged owner's contribution to acquire ownership, the Expertise must be of the requisite quality generally recognized in a specialized field, in areas critical to the firm's operations, indispensable to the firm's potential success, specific to the type of work the firm performs and documented in the firm's records. The individual whose Expertise is relied upon must have a commensurate financial investment in the firm.

(c) Only a firm that is managed and controlled by a Socially and Economically Disadvantaged person(s) may be certified as a MBE or WBE.

(i) A firm must not be subject to any formal or informal restrictions that limit the customary discretion of the Socially and Economically Disadvantaged owner(s). There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices that prevent the Socially and Economically Disadvantaged owner(s), without the cooperation or vote of any non-Socially and Economically Disadvantaged person, from making any business decision of the firm, including the making of obligations or the dispersing of funds.

(ii) The Socially and Economically Disadvantaged owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long term decisions on management, policy, operations and work.

(iii) The Socially and Economically Disadvantaged owner(s) may delegate various areas of the management or daily operations of the firm to persons who are not and Economically Disadvantaged. Such delegations of authority must be revocable, and the Socially and Economically Disadvantaged owner(s) must retain the power to hire and fire any such person. The Socially and Economically Disadvantaged owner(s) must actually exercise control over the firm's operations, work, management and policy.

(iv) The Socially and Economically Disadvantaged owner(s) must have an overall understanding of, and managerial and technical competence, experience and Expertise, directly related to the firm's operations and work. The Socially and Economically Disadvantaged owner(s) must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to make independent decisions concerning the firm's daily operations, work, management, and policymaking.

(v) If federal, state and/or local laws, regulations or statutes require the owner(s) to have a particular license or other credential to own and/or control a certain type of firm, then the Socially and Economically Disadvantaged owner(s) must possess the required license or credential. If state law, District ordinance or other law regulations or statute does not require that the owner possess the license or credential, that the owner(s) lacks such license or credential is a factor, but is not dispositive, in determining whether the Socially and Economically Disadvantaged owner(s) actually controls the firm.

(vi) A Socially and Economically Disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the owner from devoting sufficient time and attention to the affairs of the firm to manage and control its day to day activities.

(d) Only an independent firm may be certified as a MBE, WBE or SBE. An independent firm is one whose viability does not depend on its relationship with another firm. Recognition of an applicant as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent and non-Affiliated. In determining whether an applicant is an independent business, the Director will:

i) Evaluate relationships with non-certified firms in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

(ii) Consider whether present or recent employer/employee relationships between the Socially and Economically Disadvantaged owner(s) of the applicant for MBE or WBE certification or any owners of the applicant for SBE certification and non-certified firms or persons associated with non-certified firms compromise the applicant's independence.

(iii) Examine the applicant's relationships with non-certified firms to determine whether a pattern of exclusive or primary dealings with non-certified firm compromises the applicant's independence.

(iv) Consider the consistency of relationships between the applicant and non-certified firms with normal industry practice.

(e) An applicant shall be certified only for specific types of work in which the Socially and Economically Disadvantaged owner(s) for MBEs and WBEs or the majority owner for SBEs has the ability and Expertise to manage and control the firm's operations and work.

(f) The District shall certify the eligibility of Joint Ventures involving MBEs, WBEs or SBEs and non-certified firms.

(g) The certification status of all MBEs, WBEs and SBEs shall be reviewed periodically by the Administrator. Failure of the firm to seek recertification by filing the necessary documentation with the Administrator as provided by rule may result in decertification.

(h) It is the responsibility of the certified firm to notify the Administrator of any change in its circumstances affecting its continued eligibility. Failure to do so may result in the firm's decertification.

(i) The Administrator shall decertify a firm that does not continuously meet the eligibility criteria.

(j) Decertification by another agency shall create a *prima facie* case for decertification by the District. The challenged firm shall have the burden of proving by a preponderance of the evidence that its District certification should be maintained.

(k) A firm that has been denied certification or recertification or has been decertified may protest the denial or decertification by filing a written appeal with the Executive Director within 10 calendar days of receipt of the denial of District certification, recertification or decertification.

The appeal should set forth in detail the facts upon which it is based, and attach all relevant documentations. The Executive Director shall render a decision within 15 calendar days of receipt of a timely appeal. The Executive Director's decision shall be final.

(l) A firm found to be ineligible may not apply for certification for two years after the effective date of the final decision.

Section 9. Schedule of Goals for Minority-Owned, Women-Owned and Small Business Enterprise Utilization

In fulfillment of its policy to provide MBEs, WBEs and SBEs full and equitable opportunities to participate in the District's construction prime contracts and subcontracts, the District shall establish annually goals for MBE, WBE and SBE participation, based on the availability of MBEs and WBEs in the District's geographic and procurement marketplace.

Section 10. Contract Goals.

(a) The Director, in consultation with the Administrator and the User Department, shall establish Contract Goals for construction contracts based upon the availability of at least three MBEs and three WBEs registered on the District's vendor list to perform the anticipated subcontracting functions of the contract and the District's utilization of MBEs and WBEs to date.

(b) Where a substantial portion of the total construction contract cost is for the purchase of equipment, the Director may designate goals for only that portion of the contract relating to construction work and related supplies and/or modify the limitations on the credit for M/WBE suppliers herein.

(c) The Contract Goal(s) shall be designated in the contract documents.

Section 11. Counting MBE, WBE and SBE Participation towards Contract Goals

(a) A Bidder may achieve the Utilization Contract Goals by its status as a MBE, WBE or SBE or by entering into a Joint Venture with one or more MBEs, WBEs and SBEs or by first-tier subcontracting a portion of the work to one or more MBEs, WBEs and SBEs or by direct purchase of materials or services from one or more MBEs, WBEs and SBEs or by any combination of the above.

(b) If a firm is certified as both a MBE and a WBE, the Bidder may count the firm's participation either toward the achievement of its MBE or WBE goal, but not both.

(c) A Bidder may count toward the achievement of its SBE goal the utilization of any MBE or WBE that also satisfies the definition of a SBE.

(d) A Bidder may count the entire amount of that portion of a contract that is performed by MBEs, WBEs or SBEs own forces, including the cost of supplies and materials obtained and installed by the MBE, WBE or SBE for the work of the contract, and supplies purchased or equipment leased by the MBE, WBE or SBE used to directly perform the work of the contract (except supplies and equipment the MBE, WBE or SBE purchases or leases from the Prime Contractor or the Prime Contractor's Affiliate).

(e) Where a Bidder or first-tier subcontractor engages in a Joint Venture to meet the Contract Goal, the Administrator shall review the profits and losses, initial capital investment, actual participation of the Joint Venture in the performance of the contract with its own forces

and for which it is separately at risk, and other pertinent factors of the joint venture, which must be fully disclosed and documented in the Utilization Plan in the same manner as for other types of participation, to determine the degree of MBE, WBE or SBE participation that will be credited towards the Contract Goal. The Joint Venture's Utilization Plan must evidence how it will meet the goal or document the Bidder's Good Faith Efforts to do so. The Administrator has the authority to review all records pertaining to Joint Venture agreements before and after the award of a contract in order to assess compliance with this Ordinance. The MBE, WBE or SBE Joint Venture partner must have a history of proven expertise in performance of a specific area of work and will not be approved for performing only general management of the Joint Venture. The specific work activities for which the MBE, WBE or SBE Joint Venture partner will be responsible and the assigned individuals must be clearly designated in the Joint Venture Agreement. The Joint Venture must submit to the Administrator quarterly work plans, including scheduling dates of the tasks. The Administrator must approve the quarterly plans for the MBE, WBE or SBE Joint Venture partner's participation to be credited towards the Contract Goals.

(f) Only the participation of MBEs, WBEs or SBEs that will perform as first-tier subcontractors will be counted towards meeting the Utilization Contract Goals.

(g) Only expenditures to a MBE, WBE or SBE that is performing a Commercially Useful Function shall be counted towards the Utilization Contract Goal.

(i) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The firm must pay all costs associated with personnel, materials and equipment. The firm must be formally and directly responsible for the employment, supervision and payment of its workforce must own and /or lease equipment, and must be responsible for negotiating price, determining quality and quantity and paying for and ordering materials used. The firm cannot share employees with the Prime Contractor or its Affiliates. No payments for use of equipment or materials by the firm can be made through deductions by the Prime Contractor. No family members who own construction related businesses are allowed to lease, loan or provide equipment, employees or materials to the firm.

(ii) A firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of MBE, WBE or SBE participation. The Prime Contractor is responsible for ensuring that the firm is performing a commercially useful function.

(iii) The District will evaluate the amount of work subcontracted, industry practices, and whether the amount the MBE, WBE or SBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors.

(iv) If a firm subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice, it is presumed not to perform a Commercially Useful Function. When a firm is presumed not to be performing a Commercially Useful Function, the firm may present evidence to rebut this presumption.

(h) Credit towards the Contract Goals will be allowed only for those direct services performed or materials supplied by MBEs, WBEs or SBEs or first-tier subcontractor MBEs, WBEs or SBEs. MBEs, WBEs or SBEs must perform no less than eighty-five percent (85%) of

their work with their own forces, through the use of its own management and supervision, employees and equipment. If industry standards and practices differ, the firm must furnish supporting documentation for consideration by the District.

(i) Purchase of materials and supplies must be pre-approved if their purchase is related to goal attainment. Bidder may count payments to MBE, WBE or SBE regular dealers or manufacturers who offer only furnish and deliver contracts for materials and supplies for no more than twenty-five percent (25%) of each MBE, WBE or SBE goal, unless approved by the Administrator. If the bidder exceeds the supplier exception amount allowable as stated in the bid documents, the bid will be viewed as non-responsive.

(j) A dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Bidder.

(k) If a firm ceases to be a certified during its performance on a contract, the dollar value of work performed under a contract with that firm after it has ceased to be certified shall not be counted.

(l) In determining achievement of Utilization Contract Goals, the participation of a MBE, WBE or SBE shall not be counted until that amount has been paid to the MBE, WBE or SBE.

Section 12. Utilization Plan Submission

(a) Compliance documents must be submitted as provided in the solicitation. Failure to do so will render the bid non-responsive. The Director shall review each bid submission to determine if it meets the requirements herein.

(b) A Bidder must either meet the Utilization Contract Goals or establish its Good Faith Efforts to do so as described in Appendix D and the solicitation.

(c) Each Bidder shall submit with its bid a completed and signed Utilization Plan that lists the names, addresses, telephone numbers, email addresses and a description of the work with contract item number and contact person of the businesses intended to be used as subcontractors, subconsultants and suppliers, including those firms proposed to meet the Contract Goal(s); the type of work or service each business will perform; and the dollar amount to be allocated to the certified firm(s). Each Bidder's Utilization Plan shall commit to MBE, WBE or SBE participation equal to or greater than each of the Contract Goals set forth in the solicitation, unless the Bidder requests a partial or total waiver of the requirement that it file a Utilization Plan or achieve a particular goal by submitting with the bid a signed Waiver Request in the form specified in the solicitation.

(d) Each Bidder must submit with its bid a signed M/W/SBE Subcontractor's Letter of Intent for each firm in the form specified in the solicitation, with either a copy of each MBE,

WBE or SBE's current Letter of Certification from a state or local government or agency or documentation demonstrating that the firm is a MBE, WBE or SBE within the meaning of this Appendix D. In the event of a conflict between the amounts stated on the Utilization Plan and the M/W/SBE Subcontractor's Letter of Intent, the terms stated on the Utilization Plan shall control. An original or facsimile copy of the M/W/SBE Subcontractor's Letter of Intent will be acceptable.

(e) Where a Bidder had failed to meet the Contract Goal(s), it must file a Waiver request documenting its Good Faith Efforts to meet the Goal(s) as provided in the format described in the solicitation, the Administrator shall require the contractor to file a Contractor Information Form and provide additional documentation of its good faith efforts in attempting to fulfill such goals.

(i) Such Good Faith Efforts, as defined herein, shall include, but are not limited to, the following:

(i) Attend any pre-bid conference conducted by the District to acquaint contractors with MBEs, WBEs and SBEs available to provide relevant goods and services and to inform MBEs, WBEs and SBEs of subcontract opportunities on the contract;

(ii) Review lists of available MBEs, WBEs and SBEs maintained by the District and other state and local governments and agencies prior to the bid opening to identify qualified MBEs, WBEs and SBEs for solicitation for bids;

(iii) Advertise, not less than 15 calendar days before the bid opening date, in one or more daily newspapers and/or trade publications, for proposals or bids by MBEs, WBEs and SBEs for subcontracts or the supply of goods and services on the contract;

(iv) Make timely written solicitations of available MBEs, WBEs and SBEs identified on the District's vendor list that provide relevant services for subcontracts or the supply of goods and services;

(v) Provide MBEs, WBEs and SBEs with convenient and timely opportunities to review and obtain relevant plans, specifications or terms and conditions of the contract to enable such MBEs, WBEs and SBEs to prepare an informed response to a contractor solicitation;

(vi) Divide total contract requirements into small tasks or quantities and adjust performance bond and insurance requirements or otherwise assist MBEs, WBEs and SBEs in obtaining the required bonding, insurance or financing, where economically feasible, to encourage participation of MBEs, WBEs and SBEs;

(vii) Follow up initial solicitation of MBEs, WBEs and SBEs by contacting them to determine if the enterprises are interested in making bids or proposals;

(viii) Negotiate in good faith with MBEs, WBEs and SBEs prior to the bid opening and do not reject as unsatisfactory any bids or proposals submitted by M/WBEs without justifiable reason, including the lack of bonding capacity or the ability to obtain insurance requirements such as Completed Builders Risk (All Risk) Insurance, Comprehensive General Liability Insurance, Contractor Contractual Liability Insurance and Public Liability Insurance;

(ix) Establish delivery schedules, where the requirements of the work permit, which will encourage participation by MBEs, WBEs and SBEs;

(x) Establish joint ventures with MBEs, WBEs and SBEs;

(xi) Use the services and assistance of the District, the Small Business Administration, the Office of Minority Business Enterprises of the U.S. Department of Commerce and appropriate community and minority and women's business organizations;

(ii) Failure of a Bidder to provide requested information to the Administrator or to cooperate with the Administrator's investigation, may be grounds for the rejection of a bid and/or a Waiver request.

(iii) Upon completion of the investigation, the Administrator shall inform the Director of his or her findings.

(iv) The Director, after consultation with the Administrator, shall determine whether to grant the Waiver request based on the Bidder's Good Faith Efforts at the time of bid submission.

(v) Where the Director determines that a Bidder has not made Good Faith Efforts, the Director shall declare the bid submission non-responsive and will reject the bid.

(d) A contractor's submission of a Utilization Plan that commits to a M/WBE participation equal to or greater than the applicable utilization goals shall not provide a basis for a higher bid, an increase in contract price or a later change order.

(e) The requirement to submit a Utilization Plan and M/W/SBE Subcontractor's Letters of Intent applies when the individual project is awarded under Job Order Contracts awarded by the District.

(i) A Prime Contractor issued a Job Order Contract shall submit with each work order issued under such a Contract its Utilization Plan that lists the name, address, telephone number, email address and contact person for each M/W/SBE to be used on the work order, as well as a description of work to be performed and a dollar amount to be allocated to such M/W/SBE. The Prime Contractor shall submit with each work order a M/W/SBE Subcontractor's Letter of Intent from each certified firm.

(ii) A Prime Contractor awarded a Job Order Contract shall be subject to the compliance monitoring provisions herein. The Prime Contractor must submit to the Administrator monthly documentation, as specified by the Administrator, demonstrating that the Contractor has attained the Contract Goals for the completed portion of the Job Order Contract, or that it has been unable to do so despite its good faith efforts. Good Faith efforts must be documented as provided in this Ordinance

Section 13. Compliance Review

(a) The Director shall declare the bid submission non-responsive if a Bidder:

(i) Failed to submit with its bid a completed and signed Utilization Plan.

(ii) Failed to commit in its Utilization Plan to MBE, WBE and SBE participation equal to or greater than each of the Utilization Contract Goals unless the Bidder submitted with its bid a request for a total or partial waiver of the Goal(s).

(iii) Failed to identify in its Utilization Plan the MBE, WBE and SBE by name, scope of work, contract item number, and dollar value of work or percentage of participation equal to or greater than each of the Contract Goal(s).

(iv) Failed to submit with its bid the M/W/SBE Subcontractor's Letter of Intent from each MBE, WBE and SBE listed on its Utilization Plan.

(b) Where, after consultation with the Administrator, the Director determines that Utilization Plan submitted by a Bidder is false or fraudulent, the bid shall be rejected or, if the determination is made after the bid award, the contract may be forfeited in accordance with the provision of Article 28 of the General Conditions.

(c) If a Mentor-Protégé relationship is proposed to meet the Contract Goal, the Mentor-Protégé Development Plan must be submitted to the Administrator for approval prior to contract award. "Mentor-Protégé relationship" describes an association between large business prime contractor firms and socially disadvantaged firms designed to motivate, encourage and to provide mutually beneficial developmental assistance to those socially disadvantaged firms.

(d) Prior to the award of any contract, the Administrator shall review the Utilization Plan, M/W/SBE Subcontractor's Letter(s) of Intent and Letter(s) of Certification, and Contractor Information and Waiver Request Forms as specified in the solicitation, submitted by the apparent low bidder on a contract and conduct any other investigation the Administrator deems appropriate to determine compliance.

(e) Within thirty (30) calendar days after demand, the Prime Contractor shall furnish executed copies of all MBE, WBE and SBE subcontracts to the Administrator. Subsequently, the contractor shall obtain and submit a copy of all MBE, WBE and SBE related subtier contracts on demand.

(f) The Prime Contractor shall set timetables for use of its subcontractors before fifty percent (50%) of the work is completed.

(g) If requested by the Administrator, the Prime Contractor must submit a MBE, WBE and SBE Work Plan projecting the work tasks associated with certified firms' commitments prior to the award of the contract. The Work Plan must provide a description of the work to be subcontracted to other MBEs, WBEs and SBEs and non-certified firms and the dollar amount and the name of the all tiers of subcontractors. The Work Plan becomes part of the Prime Contractor's contractual commitment and the contract record, and may not be changed without prior approval of the Administrator.

Section 14. Contract Performance Compliance

(a) After the award of a contract, the Administrator shall review the Prime Contractor's compliance with its M/W/SBE commitments during the performance of the contract.

(b) The Prime Contractor shall be required to submit the Affirmative Action Monthly MBE/WBE/SBE Status Report providing the information and in the format as specified by the District with every payment request. The Contractor's failure to do so may result in a delay of the progress payment.

(c) Evidence of MBE, WBE and SBE subcontractor participation and payments must be submitted as required by the District to confirm subcontractors' participation and payment.

(d) District contract compliance officers and auditors, or their designees, shall have access to the contractor's and subcontractor's books and records, including certified payroll records, bank statements, employer business tax returns and all records including all computer records and books of account to determine the contractor and MBE, WBE and SBE subcontractor compliance with the goal commitment. Audits may be conducted at any time and without notice in the total discretion of the District. A Prime Contractor must provide the Administrator any additional compliance documentation within 14 calendar days of such request. Audits may be conducted without notice at any time at the discretion of the District.

(e) If District personnel observe that any purported MBE, WBE and SBE subcontractor other than those listed on the Utilization Plan are performing work or providing materials and/or equipment for those M/WBE subcontractors listed on the Utilization Plan, the Prime Contractor will be notified in writing that an apparent violation is taking place and progress payments may be withheld. The contractor will have the opportunity to meet with the Affirmative Action Administrator prior to a finding of noncompliance.

(f) Where a partial or total Waiver of the Contract Goal(s) has been granted, the Prime Contractor must continue to make Good Faith Efforts during the performance of the contract to meet the Goal(s), and the Administrator shall provide technical assistance with respect to such efforts. The Administrator shall require the Prime Contractor to provide documentation of its continuing Good Faith Efforts in attempting to fulfill its commitments.

(g) The Prime Contractor cannot make any changes to the approved Utilization Plan or substitutions of the MBE(s), WBE(s) or SBE(s) listed in the Utilization Plan throughout the life of the contract without the prior, written approval of the Administrator. This includes, but is not limited to, instances in which the Prime Contractor seeks to perform work originally designated for a MBE, WBE or SBE subcontractor with its own forces or those of an affiliate, a non-certified firm or another MBE, WBE and SBE. Failure to obtain the prior, written approval of the Administrator in the format specified by the District shall constitute a breach of the contract, and subject the Prime Contractor to any and all available sanctions. The participation of certified firms that did not receive prior, written approval by the Administrator will not be counted towards the Contract Goal(s).

(i) The Prime Contractor must demonstrate good cause to terminate or reduce the scope of work of the MBE, WBE or SBE to the satisfaction of the Administrator. Good cause is limited to the following circumstances:

(1) The listed MBE, WBE or SBE subcontractor fails or refuses to execute a written contract.

(2) The listed MBE, WBE or SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

(3) The listed MBE, WBE or SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state or local law.

(4) The Administrator has determined that the listed MBE, WBE or SBE subcontractor is not a responsible contractor.

(5) The listed MBE, WBE or SBE subcontractor voluntarily withdraws from the project and provides the Administrator written notice of its withdrawal.

(6) The listed MBE, WBE or SBE subcontractor is ineligible to receive credit for the type of work required.

(7) The MBE, WBE or SBE owner dies or becomes disabled with the result that the listed MBE, WBE or SBE subcontractor is unable to complete its work on the contract.

(8) Other good cause as determined in the Administrator's sole discretion.

(ii) Good cause does not include where the Contractor seeks to terminate a MBE, WBE or SBE it relied upon to obtain the contract so that the Contractor can self-perform the work or substitute another MBE, WBE or SBE or non-certified subcontractor to perform the work for which the MBE, WBE or SBE was engaged or listed on the Utilization Plan.

(iii) The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

(iv) If the Prime Contractor proposes to terminate or substitute a MBE, WBE or SBE subcontractor for any reason, the Contractor must make Good Faith Efforts as defined herein to find a substitute MBE, WBE or SBE subcontractor for the original MBE, WBE or SBE to meet its MBE, WBE or SBE contractual commitment. Its Good Faith Efforts shall be directed at finding another MBE, WBE or SBE to perform or provide at least the same amount of work, material or service under the contract as the original MBE, WBE or SBE to the extent necessary to meet its MBE, WBE or SBE contractual commitment.

(v) The Prime Contractor must submit an MBE, WBE or SBE Subcontractor's Letter of Intent for each proposed new MBE, WBE or SBE subcontractor.

(vi) The Administrator will approve or disapprove the substitution based on the Prime Contractor's documented compliance with these provisions.

(h) In the event a Prime Contractor fails to achieve the level of MBE, WBE or SBE participation described in its Utilization Plan as the result of the District's deletion of the work to be performed by a MBE, WBE or SBE, the Prime Contractor shall notify the Administrator in writing and may request an amendment of its Utilization Plan. A letter of release signed by the subcontractor must be included with the request.

(i) In the event a Prime Contractor, in the performance of its contract, determines that the conditions of the work warrant a reduction in the scope of work to be performed by a MBE, WBE or SBE, the Prime Contractor must utilize Good Faith Efforts to fulfill its MBE, WBE or SBE contractual commitment. The Prime Contractor must notify the Administrator in writing within fourteen (14) calendar days of the determination to request an amendment of its Utilization Plan. The Prime Contractor must give the MBE, WBE or SBE notice in writing, with a copy to the Administrator, of its intent to request to reduce the scope of work, and the detailed reasons for the request. The Administrator will approve or disapprove the reduction based on the Prime Contractor's documented compliance with these provisions.

(j) Where contract change orders are made individually or in the aggregate that increase the total value of the contract by more than ten percent (10%) of the original contract value, the Prime Contractor shall increase the utilization of all MBEs, WBEs or SBEs, where feasible, so that the total value of the percentage of work performed by MBEs, WBEs or SBEs as to increased contract value bears the same relationship to the total value of the contract (as

modified by change orders) as the percentage of MBEs, WBEs or SBEs utilization committed to in the contractor's original Utilization Plan.

Section 15. Sanctions for Non-Compliance

(a) Where the Administrator believes that the Prime Contractor or subcontractor has committed fraud or misrepresentation against the District or has failed to comply with this Ordinance or its contract, or provided false or fraudulent documentation, the Administrator shall notify the Prime Contractor and/or subcontractor in writing of such determination of noncompliance and withhold up to one hundred percent (100%) of the current progress or final payment due the Prime Contractor for up to 90 days. The amount to be withheld shall be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made Good Faith Efforts to achieve such commitments. The Prime Contractor and/or subcontractor shall have the right to meet with the Administrator within 10 calendar days of receipt of the notice. After conference and conciliation, the Administrator will determine whether the Prime Contractor and/or subcontractor is in compliance.

(b) If the Administrator determines the Prime Contractor and/or subcontractor is not in compliance and the violation cannot be resolved by conference and conciliation, the Administrator shall refer the matter to the Executive Director and the Executive Director may return the referral to the Administrator with direction or may direct the Prime Contractor and/or subcontractor to show cause on a date certain why further sanctions should not be imposed.

(i) The Prime Contractor or subcontractor shall have fifteen (15) calendar days after receipt of the show cause notice within which to file a response in writing with the Administrator. A hearing before a duly appointed Hearing Officer shall be convened to provide the contractor and/or subcontractor an opportunity to be heard with respect to the non-compliance. Within thirty (30) calendar days after the Executive Director's referral, the Hearing Officer shall schedule a hearing to be held within thirty (30) calendar days of receipt of the referral for hearing at which the District, the contractor and/or subcontractor may present evidence of the purported violation and/or the absence thereof. The District will carry the burden of proof by a preponderance of the evidence. The Prime Contractor and/or subcontractor may present additional evidence and witnesses to show cause why sanctions should not be imposed. An official record will be kept with the Clerk of the District. All filings by the District or the respondents should be made with the Clerk of the District, with courtesy copies going to the parties and the Hearing Officer.

(ii) The Hearing Officer shall conduct such show cause hearings involving the Ordinance and shall render findings of fact, conclusions of law and recommendations regarding disposition of the hearings. Procedures and rules governing the show cause hearings will be adopted by the Board of Commissioners. The Hearing Officer will not become co-counsel with any attorneys appearing before him/her at any time during the hearing.

(iii) All Show Cause Hearings must be conducted on the record and all testimony must be under oath and transcribed verbatim by a court reporter. All parties shall be given the opportunity to present and respond to evidence. The Hearing Officer shall conduct a fair hearing and maintain order and shall abide by the Judicial Canons of Ethics enacted by the Illinois Supreme Court.

(iv) Within thirty (30) calendar days after the hearing with the Prime Contractor and/or subcontractor, the Hearing Officer shall issue in writing to the Executive Director his/her written findings of fact, conclusions of law as to compliance and recommendations with respect to any appropriate sanctions. The Executive Director shall transmit the Hearing Officer's findings, conclusions and recommendations to the Board of Commissioners which may impose sanctions for a Prime Contractor's and/or subcontractor's noncompliance with this Ordinance including, but not limited to:

(1) Withholding up to fifty percent (50%) of the current progress or final payment due the contractor until the Administrator determines that the contractor is in compliance. Following the withholding of up to fifty percent (50%) of the current progress payment, up to one hundred percent (100%) of further progress payments may be withheld until the contractor is found to be in compliance with the requirements of this Ordinance. The amount to be withheld will be based upon a determination of the degree to which the Prime Contractor has failed to meet its MBE, WBE or SBE contractual commitments and to what extent the Prime Contractor has made good faith efforts to achieve such commitments.

(2) Declaring the Prime Contractor and/or subcontractor to be non-responsible and disqualify/debar the Prime Contractor and/or subcontractor from eligibility to bid on District construction contracts for a period of not less than one (1) year, and not more than three (3) years. An entity that is disqualified pursuant to the provisions of this Ordinance shall be precluded from participation on any District contract as a Prime Contractor, subcontractor and supplier for the period of disqualification. In cases of the use of false documentation, the making of false statements, fraud or misrepresentation, the disqualification period will be not less than eighteen (18) months, and not more than three (3) years for the second violation of the Ordinance and not less than twenty-four (24) months and not more than three (3) years for the third violation of the Ordinance from the date of disqualification established in the Board Order.

(3) Rejecting bids by the Prime Contractor for other contract(s) not yet awarded to that Bidder in instances of the use of false documentation, the making of false statements, fraud or misrepresentation.

(4) For any MBE, WBE or SBE that has misrepresented its MBE, WBE or SBE status and/or failed to operate as an independent business concern performing a Commercially Useful Function, declaring by the Director that the MBE, WBE or SBE ineligible to participate as a MBE, WBE or SBE in District contracts. A firm that has been declared ineligible may not participate as a MBE, WBE or SBE for a period of not less than one (1) year and not more than three (3) years.

(5) Forfeiting and deducting from the Prime Contractor's progress or final payments under the contract an amount up to the dollar amount of its MBE, WBE goal commitment that the contractor has failed to meet. The amount to be deducted will be based upon a determination of the extent to which the Prime Contractor made Good Faith Efforts to achieve such commitments.

(6) Referring the matter to the Office of the Attorney General or Cook County State's Attorney for follow-up action.

(c) The Administrator and Director will take action to prevent a contract from being awarded to a Prime Contractor or first-tier subcontractor disqualified from bidding hereunder for the period of disqualification.

(d) The District's attorneys' fees and costs will be assessed against the Prime Contractor and/or subcontractor where the Hearing Officer makes a finding that the Prime

Contractor or subcontractor used false documentation, made false statements, or committed fraud or misrepresentation.

(c) Notice of sanctions imposed by the Board of Commissioners for violations of the Ordinance by the Prime Contractor, subcontractor and/or supplier will be spread upon the public record by the District, including but not limited to publication in the Record of Proceedings of the Board of Commissioners, posting on the District's web site, publication in any type of media, newspaper publication and direct notice by letter to governmental entities.

(f) Any sanctions imposed against an entity shall also apply personally to all officers and directors of the entity or partners of the entity, and their successors and assigns with knowledge of the acts and omissions that give rise to the sanctions against the entity.

(g) The District may take other action, as appropriate, within the discretion of the Administrator, subject to the approval of the Hearing Officer and the Board of Commissioners.

Section 16. Other Federal Regulations

The provisions of this Interim Ordinance shall not apply to any contract to the extent that different procedures or standards are required by any law or regulation of the United States and nothing herein shall be interpreted to diminish or supplant the present Equal Employment Opportunity Requirements contained in Appendices B and C of Grant funded contracts or Appendix C non-Grant funded contracts.

Section 17. Reporting and Review

The Board of Commissioners directs the District staff to report to the Board of Commissioners on an annual basis with respect to the following:

(a) The level of MBE, WBE or SBE participation achieved in each year in District construction contracts subject to Appendix D.

(b) Identification of any problems with the enforcement of Appendix D; and

(c) Any recommendations with respect to improving the implementation of Appendix D.

Section 18. Sunset Provision

This Appendix D shall be reviewed no later than two years from its adoption and shall expire on December 6, 2014 unless the District finds that its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the Metropolitan Chicago construction industry.

Section 19. Repeal of Prior Inconsistent Provisions

All enactments and provisions heretofore adopted by this Board of Commissioners in the area of affirmative action in connection with construction contracts subject to this Interim

Ordinance that are inconsistent with the provisions of this Interim Ordinance are hereby expressly repealed.

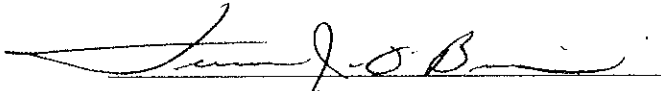
Section 20. Severability

If any clause, sentence, paragraph, section or part of this Interim Ordinance shall be adjudged by any court of competent jurisdiction to be invalid, the judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Interim Ordinance directly involved in the controversy in which the judgment shall have been rendered.

Section 21. Effective Dates

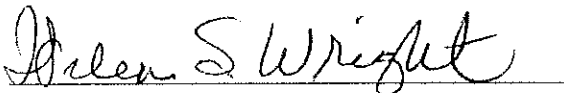
This amendment to revised Appendix D shall be effective and apply to all bids for contracts advertised after December 6, 2012.

ADOPTED:

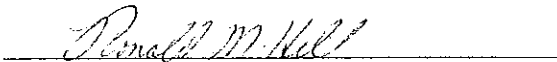


TERRENCE J. O'BRIEN, President
Board of Commissioners of the
Metropolitan Water Reclamation
District of Greater Chicago

Approved as to form and legality:



Head Assistant Attorney *MTC*



General Counsel

ORDINANCE NUMBER 014-014

AN ORDINANCE PROVIDING FOR A REVISED AND
AMENDED SUNSET DATE AT SECTION 18 OF ORDINANCE
012-003, "REVISIONS TO THE AFFIRMATIVE ACTION INTERIM
ORDINANCE, APPENDIX D OF THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO"
FROM DECEMBER 6, 2014 TO JUNE 4, 2015, WHICH WAS
PREVIOUSLY ADOPTED ON NOVEMBER 15, 2012

Adopted by the Board of
Commissioners of the Metropolitan
Water Reclamation District of
Greater Chicago on the 20th day of
November, 2014

ORDINANCE NUMBER 014-014

AN ORDINANCE PROVIDING FOR A REVISED AND AMENDED SUNSET DATE AT SECTION 18 OF ORDINANCE 012-003, REVISIONS TO THE AFFIRMATIVE ACTION INTERIM ORDINANCE, APPENDIX D OF THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FROM DECEMBER 6, 2014 TO JUNE 4, 2015, WHICH WAS PREVIOUSLY ADOPTED ON NOVEMBER 15, 2012

PREAMBLE

Whereas, the Board of Commissioners previously undertook a comprehensive review of its Affirmative Action Program and adopted Interim Ordinance 12-003 on November 15, 2012;

Whereas, Section 18 of the Interim Ordinance contains a sunset provision that states: This Appendix D shall be reviewed no later than two years from its adoption and shall expire on December 6, 2014, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the Metropolitan Chicago construction industry;

Whereas, as part of the aforementioned two-year review process, in April 2014, the District commenced a comprehensive and expansive disparity study focusing on the construction industry in the Metropolitan Chicago area to continue to ensure that the District remains current and in compliance with the laws governing Affirmative Action and may form the basis of any subsequent revisions to the current Interim Ordinance;

Whereas, the disparity study involves the compilation and analysis of voluminous records relating to prime contractors and their contracts with the District over a period of years and the gathering of such records has proven to be a time-consuming process;

Whereas, completion of a thorough analysis of the prime contractor records that have now been gathered is an integral part of the disparity study and will require additional time beyond the current sunset date of the Interim Ordinance;

Whereas, to facilitate completion of the aforementioned analysis, the sunset provision of the Interim Ordinance at Section 18, for good cause shown must now be revised and extended from December 6, 2014 to June 4, 2015.

NOW THEREFORE BE IT HEREBY ORDAINED AS FOLLOWS:

Section 18 of the Affirmative Action Interim Ordinance, Appendix D, Ordinance 012-003 is hereby deleted therefrom in its entirety, and substituted therefore is the following:

This Appendix D shall be reviewed no later than June 4, 2015 and shall expire on June 4, 2015, unless the District finds its remedial purposes have not been fully achieved and that there is a compelling interest in continuing to implement narrowly tailored remedies to redress discrimination against M/WBEs so that the District will not function as a passive participant in a discriminatory marketplace in the Metropolitan Chicago construction industry.

All other provisions of the Affirmative Action Interim Ordinance, Appendix D, remain the same.

This Ordinance shall be in full force and effect forthwith upon its adoption.

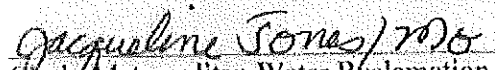
Dated: this ____ day of _____, 2014

Approved as to Form and Legality:

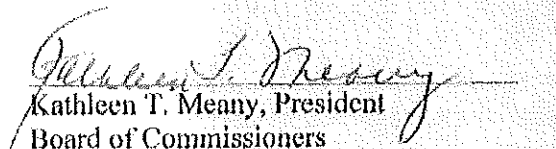

Head Attorney *nrc*


General Counsel

Attest:


Clerk, Metropolitan Water Reclamation
District of Greater Chicago

Approved:


Kathleen T. Meany, President
Board of Commissioners
Metropolitan Water Reclamation District of
Greater Chicago

MARCH 1993

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000.00. The goals are applicable to the Contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

AREA COVERED

Goals for Women apply nationwide.

GOALS AND TIMETABLES

<u>Timetable</u>	<u>Goals (percent)</u>
From April 1, 1980 until further notice	6.9

APPENDIX B

Until further notice, the following goals and timetables for minority utilization shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000.00 to be performed in the respective covered areas. The goals are applicable to the Contractor's aggregate on-site construction work-force whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

CHICAGO, ILLINOIS, AREA

Area covered -- Cook, DuPage, Kane, Lake, McHenry, and Will Counties.

GOALS AND TIMETABLES

<u>Time</u>	<u>Trade</u>	<u>Fulton County Goal (Percent)</u>	<u>Cook County Goal (Percent)</u>
Until	Asbestos Workers	3.3	19.6
further	Bricklayers	3.3	19.6
notice	Carpenters	3.3	19.6
	Electricians	3.3	19.6
	Elevator installers	3.3	19.6
	Glaziers	3.3	19.6
	Ironworkers	3.3	19.6
	Metal lathers	3.3	19.6
	Painters	3.3	19.6
	Plumbers	3.3	19.6
	Pipe fitters	3.3	19.6
	Plasterers	3.3	19.6
	Roofers	3.3	19.6
	Sheetmetal workers	3.3	19.6
	Sprinkler fitters	3.3	19.6
	Operating engineers	3.3	19.6

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3 (a) and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000.00

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at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Chicago, Illinois area including Cook, DuPage, Kane, Lake, McHenry, and Will Counties or Fulton County.

**STANDARD FEDERAL EQUAL
EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT
SPECIFICATIONS
(Executive Order 11246)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in

each subcontract in excess of \$10,000.00 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 42 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11245, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment

opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equals employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction projects. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority persons or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/ or participate in training programs for the area which expressly include minorities and women, including

upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations;; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc.. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screen-ing procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women

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and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on

behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties or violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.5.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade,

MARCH 1993

union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a

limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. For those Contracts containing Special Apprenticeship Provisions, as specified in the Agreement Section of the Contract, the attached "Declaration of Policy" and "Special Provisions for Apprenticeships" shall become a part of this Appendix C.

AFFIDAVIT - AFFIRMATIVE ACTION STATUS REPORT

Notice: This report is required to be submitted at 25%, 50%, 75%, and 100% completion of construction.

Contract Title: _____

Prime Contractor's Name: _____ Month _____ Year _____

Prime's Contact Name: _____ Estimated Completion Date: _____

Prime's Contact Phone #: () _____ Status Report No.: 25% - 50% - 75% - 100%
(CIRCLE ONE)

In connection with the above-captioned contracts:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title)

and authorized representative of _____
(Name of MBE, WBE, and SBE Company)

_____ (Address of MBE, WBE, and SBE Company) () _____
(MBE, WBE, and SBE Phone)

And that the following Schedule accurately reflects the value of my firm's sub-agreement and the amounts of money paid to my firm to date. If a joint venture exists, identify payments according to earnings source, e.g., specify if it is a distribution of JV profits; If payment reflects sub-contractor participation, identify as such.

YOU ARE REQUIRED TO REPORT ALL THIRD TIER CONTRACTS AWARDED BY YOUR MBE/WBE/SBE COMPANY BELOW.

For each MBE, WBE, and SBE subcontractor, describe the work or goods or services provided in relation to this contract (indicate line items, if applicable) performed during the report period.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR TO MAKE THIS AFFIDAVIT I CERTIFY THAT THE BELOW NAMED FIRM WAS AWARDED CONTRACT(S), PERFORMED THE WORK WITH THEIR OWN FORCES, AMOUNTS LISTED ARE ACCURATE AND PAYMENTS WERE MADE IN ACCORDANCE WITH CONTRACTUAL OBLIGATIONS. CANCELLED CHECKS AND/OR SUPPORTING INFORMATION WILL BE ON FILE FOR INSPECTION OR AUDIT.

Name of Contractor _____

Signature _____
(Signature of Affiant)

Name of Affiant: _____ Date: _____

State of _____ County (City) of _____

This instrument was acknowledged before me on (date) _____

by _____ name/s of person/s)

as _____ (type of authority, i.e., officer, trustee, etc.)

or _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

MBE, WBE, and SBE Subcontractor	MBE / WBE / SBE	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
DESCRIPTION OF WORK/SERVICES AND/OR GOODS PROVIDED. BE SPECIFIC.			

Exhibit 6

Pump Station Located at Washington Avenue on West Side of Salt Creek

OPERATIONS AND MAINTENANCE PLAN

Background

The Village of Brookfield experiences flooding on Forest Avenue from Lincoln Avenue to Washington Avenue, 300' south of Washington Avenue to 300' north of Washington Avenue, and on Washington Avenue from Vernon Avenue to Forest Avenue during intense rain events when the water level in Salt Creek is high. The area subject to flooding is protected by a levee on Forest Avenue. However, there are also the following 3 outfall storm sewers that discharge into the west side of Salt Creek.

1. 48" storm sewer outfall located approximately 50' south of Washington Avenue
2. 48" storm sewer outfall located approximately 300' south of Washington Avenue
3. 24" storm sewer outfall located approximately 50' north of Washington Avenue

Each outfall storm sewer is protected by a flap gate that prevents Salt Creek from backing up into the storm sewer system. However, flooding occurs when the water level in Salt Creek rises to elevations that are higher than the streets and properties in this area and upstream runoff cannot discharge into Salt Creek. This upstream runoff then backs up through drainage structures and creates street and private property flooding.

Proposed Improvements

The Storm Sewer Pump Station includes overflows from the storm sewer system that will allow flows from the surcharged storm sewer system to flow into the pump station and be pumped under pressure into Salt Creek. The pump station does not have the capacity to pump the full capacity flows from the storm sewer system, therefore the following 2 storage areas are included in the design.

1. 120,000 gallons of underground storage in 8' x 7' box culvert pipe on Forest Avenue
2. 280,000 gallons of above-ground storage in detention pond on west side of Forest Avenue

When the capacity of the pump station is not able to keep up with the flows from the overflow pipes, the excess flow will first back up into the underground storage and then, if additional storage is required, will back up into the above-ground storage. Once flows from the storm sewers decrease or stop altogether, the pump station will continue operating and will pump down the water in the 2 storage areas. The pump station is capable of pumping down the flows from both storage areas within 2 hours after flows have stopped overflowing from the storm sewer system.

The pump station is located on Washington Avenue on the west side of the Salt Creek. The system has an operating range of 500 gpm to 5,000 gpm. The system will operate to service the normal runoff from the Forest Avenue right-of-way between Lincoln Avenue and Washington Avenue, Prairie Avenue between Lincoln Avenue and Monroe Avenue, and Washington Avenue from the center of the bridge over Salt Creek to Vernon Avenue. In high water level events the pump station will also serve as an emergency outlet for the storm sewer on Washington Avenue that services piped tributary areas to Salt Creek.

Components & Operations of the Pump Station

The Pump Station and Valve Pit : The Pump Station is a poured-in-place concrete structure located north of Washington Avenue on the west side of the Salt Creek.

Structure : Material : Poured in Place Concrete Vault

Elevation-Bottom of Wet Well:	599.00
Elevation- Bottom of Valve Vault:	610.50
Elevation- Top of Wet Well & Valve Vault:	618.50
Soil Finish Grade:	617.0

Pumps: Consist of wet well for the following submersible FM Explosion Proof Non-clog Pumps.

	Design Flow (gpm)	Design TDH (ft)	Min Shut-Off Head (ft)	RPM	Maximum HP	Voltage/hz/phase	Pump Model Manufacturer: EBARA International (or approved equal)
Pump No. 1	500	25	37	1800	7.5	460V/60 Hz/ 3-Phase	150DLFMU607.534
Pump No. 2	1,000	25	56	1800	10	460V/60 Hz/ 3-Phase	150DLFMU6010.034
Pump No. 3	1,000	25	56	1800	10	460V/60 Hz/ 3-Phase	150DLFMU6010.034
Pump No. 4	1,000	25	56	1800	10	460V/60 Hz/ 3-Phase	150DLFMU6010.034
Pump No. 5	1500	25	56	1800	15	460V/60 Hz/ 3-Phase	200DLFMU6015.034

Motor Control Center - Station Operation: The Motor Control center is a NEMA ICS 2 cabinet. The base of the cabinet is located at elevation 618.50. The pumps are controlled with a level transducer and are staged to address the volume of water stored within the system and to allow for a 10 minute delay in restart after a shutdown. The level transducer is backed up with a back-up high level float switch. The high level float switch will activate the motor system, with a timer preventing more than one pump from starting at a time.

Pump Staging: The pumps will be staged to start/stop per the following elevations:

	Start Elevation	Stop Elevation	Emergency Shut-down Elevation
Pump No. 1	602.5	599.00	616.0
Pump No. 2	604.0	602.0	616.0
Pump No. 3	605.0	603.0	616.0
Pump No. 4	606.0	604.0	616.0
Pump No. 5	607.5	605.0	616.0

Note: The high level float switch will be activated at 608.00 and an alarm will notify Village of activation. A second float will shut the pump station down at 616.0, with an alarm being sent to the Village notifying them of station shutdown (this level corresponds to the berm overtopping).

Force Main: 45' of Ductile Iron Pipe having a diameter of sixteen inches (16"), headwall at west bank of Salt Creek (16" invert = 606.55).

Power Supply: ComEd 480 V, 3 Phase, 200 amp service

Emergency Power Supply: 70 kW Natural Gas Generator & Transfer Switch. The emergency generator will function when a power disruption of greater than 3 seconds is detected. The generator is capable of handling across-the-line start draws for 2 motors. A timer will delay pump startups from occurring simultaneously. An alarm will notify the Village of generator start-up. The generator will be placed into emergency start up and run for 30 minutes at least once a month, with the system placed under a start load once every 6 months.

Box Culvert Storage: 287' - Precast 8' x 7' Box Culvert meeting HS-20 loading.

Surface Pond: 0.86 acre of volume between elevation 603.00 and 613.50

Maintenance of System Components

The facility will generally be inspected monthly by Village staff and as required by certified technicians as recommended by the manufacturer.

The Pump Station, Valve Pit, and Check Valves : These items will be inspected once a month and after each rainfall event that generates water elevations in excess of 608.50 on Salt Creek. The station will be pumped dry and all debris will be removed from the vault. Additionally, the structure will be inspected every 5 years to ensure the integrity of the wet well and vaults.

Motor Control Center : The MCC shall be inspected annually and as required after should a failure notice be sent. The components shall be maintained according to the manufacturer's recommendations.

Pumps & Motors: The pumps will be visually inspected annually to ensure that they are in proper operating condition and as required should a failure notice be sent. The inspection shall be completed by a certified technician as designated by the pump manufacturer. A temporary pump shall be supplied between March 1 and December 1 if a pump to be serviced will be out of service for more than 3 weeks.

Emergency Power Supply: The generator will be placed into emergency start up and run for 30 minutes at least once a month with the system placed under a start load once every 6 months. All other checks of the motor and system will be completed per the manufacturer's recommendations.

Box Culvert: The box culvert will be visually inspected every other month and debris removed as necessary. A walk through structural inspection of the box culvert will be performed every 5-years to ensure the structural integrity is maintained and repairs completed as necessary.

Surface Pond: The surface pond shall be maintained on a bi-weekly basis between April 15th and September 30th with mowing and litter clean-up. Inspection and cleanup of the inlet/outlet will be performed at that period and debris removed as necessary. Between October 1st and April 14th the pond will be inspected monthly and after rainfall events greater than 1.5" to ensure that debris does not obstruct the inlet/outlet.

Storm Sewers, Sanitary Sewers, Combined Sewers, and Diversion Chamber: Maintenance of all newly installed sewers, manholes, and the diversion chamber will be performed on the same schedule as the remaining portions of the village's sewer system. This will include annual inspections of manholes, pipe connections, and jetting and televising of sewers as needed.

Sewer Outfalls/Erosion Control : These items will be inspected once a month and after each rainfall event that generates water elevations in excess of 608.50 on Salt Creek.

Note: Village staff will maintain an operations log documenting all maintenance activity.



Village of Brookfield

8820 Brookfield Avenue • Brookfield, Illinois 60513-1688
(708) 485-7344 • FAX (708) 485-4971
www.brookfieldil.gov

VILLAGE OF BROOKFIELD
BROOKFIELD, ILLINOIS 60513

**BROOKFIELD VILLAGE BOARD
COMMITTEE OF THE WHOLE MEETING
Monday, April 11, 2016**

**7:00 p.m. or Immediately following Village Board Meeting
Edward Barcal Hall
8820 Brookfield Avenue
Brookfield, IL 60513**

AGENDA

- A. **Discussion** –Class S1 Liquor License, Brookfield Ale House, Outdoor Café
- B. **Discussion** –Referendum Action Plan
- C. **Discussion** – Houston-Galveston Area Council Cooperative Purchasing Program
- D. **Addresses from the Audience** – Any member of the audience who wishes to address the President and Village Board may do so at this time
- E. **Adjournment**

VILLAGE PRESIDENT
Kit P. Ketchmark

VILLAGE CLERK
Brigid Weber

BOARD OF TRUSTEES
Ryan P. Evans
Michael J. Garvey
Nicole M. Gilhooley
David P. LeClere
Brian S. Oberhauser
Michelle D. Ryan

VILLAGE MANAGER
Keith R. Sbiral

MEMBER OF
Illinois Municipal League
Proviso Township
Municipal League
West Central
Municipal Conference

TREE CITY U.S.A. Since 1981

HOME OF THE CHICAGO
ZOOLOGICAL SOCIETY

Individuals with a disability requiring a reasonable accommodation in order to participate in any meeting should contact the Village of Brookfield (708)485-7344 prior to the meeting. Wheelchair access may be gained through the police department (East) entrance of the Village Hall.



COMMITTEE ITEM MEMO

ITEM: Class S1 Liquor License
Brookfield Ale House – 8900 Fairview Ave.
COMMITTEE DATE: April 11, 2016
PREPARED BY: Theresa M. Coady
PURPOSE: Board approval of a Class S1 Liquor License
BUDGET AMOUNT: N/A

BACKGROUND:

Stephen Landrey of the Brookfield Ale House, 8900 Fairview, has a business plan that includes the service of food, liquor and entertainment for the venue. He has been approved Class 2 Liquor License. He has completed the Right of Way Application process and now is coming to the board to request a Class S1 Liquor License for outdoor liquor service. All approved Liquor Licenses will be issued when the location passes a final business license inspection.

He is present this evening to answer any questions the Board may have.

S CLASSES

Class S License is an outdoor café on private property.

Class S1 is an outdoor café on the public right of way.

Class S2 is an outdoor café on private property with hours that are the same as their primary liquor license.

Class S, S1 or Class S2 subsidiary license authorizes subsidiary license categories required for the retail sale of alcoholic liquor in locations external to the premises, such as outdoor cafes. No Class S, S1 or Class S2 subsidiary license will be issued unless a regular Class 1 through 7 or Class 9 through 12 license has been applied for and granted.

Each Class S, S1 or Class S2 subsidiary license shall be independent of the regular license for purposes of enforcement; provided, however, if the regular Class 1 through 7 or Class 9 through 12 license is revoked, the Class S, S1 or Class S2 subsidiary license shall also be revoked.

For holders of a Class S2 subsidiary license, the hours during which no liquor shall be sold shall be the same as the regular Class 1 through 7 license issued to the licensee

Fees are 20% of primary license fee.

ATTACHMENTS:

None.

STAFF RECOMMENDATION:

Staff requests the Village Board consider the applicants request for the Class S1 Liquor License.

REQUESTED COURSE OF ACTION:

An Ordinance to approve this request be prepared and voted on at the April 25, 2016 Village Board Meeting



COMMITTEE ITEM MEMO

ITEM: Referendum Action Plan

COMMITTEE DATE: April 11, 2016

PREPARED BY: Keith R. Sbiral, Village Manager 

PURPOSE: Staff will provide a presentation outlining street program implementation.

BUDGET:

BACKGROUND:

Staff will present a Referendum Action Plan outlining the various implementation components for the street program proposed and approved at the March 15, 2016 street referendum. Please note that due to significantly tight 2016 process timelines I have moved this presentation from the April 25 Committee meeting to the April 11 meeting. Several action items will be presented to the Board of trustees over the next two weeks. Staff has been preparing for this workload for several months and has already had preliminary meetings to ensure successful execution of this project.

I will present the timeline for the 2016 and 2017 construction years as well as the first bond issuance. Attached to this memo are preliminary documents I will present including engineering and financial consulting agreements with Hancock and KMA as well as a televising proposal that we must take action on ASAP.

2016 construction will focus on the resurfacing of the streets that were originally improved as part of SSA 1, 2, 3, and 4. Per the Referendum Action Plan sanitary and combined sewers in this area must be cleaned and televised prior to going out for bid for the street improvements. This will provide a current inspection of these sewers and include any needed sewer repairs in the construction project. These sewers were last televised in 2000.

Bids for the street improvements will be advertised in June. In order to have the sewers evaluated and any needed repairs added to the street improvement project, we are requesting board approval to solicit bids from qualified sewer cleaning and televising contractors immediately.

Staff will provide an update on the referendum process and answer questions about the capital investment program.

ATTACHMENTS:

1. 2016 Street Improvement Project Map
2. Consultant Services Agreement With Kane, McKenna Capital, Inc.
3. 2016 Sewer Cleaning and Televising

STAFF RECOMMENDATION:

Staff will present the course of action required to accomplish the 2016 construction plan.

REQUESTED COURSE OF ACTION:

Execute required agreements and approvals.



⑤

Drawing file: W:\Projects\by_Mfoge\Brookfield\2515111 - Capital Improvement Program\BF_post_condition 1.deg Apr 05, 2016 - 3:39pm

**CONSULTANT SERVICES AGREEMENT
WITH
KANE, MCKENNA CAPITAL, INC.
FOR THE VILLAGE OF BROOKFIELD –
GENERAL OBLIGATION BONDS – 2016**

This Agreement made this ____ day of _____, 2016, between the Village of Brookfield, Illinois (the “Village”), an Illinois municipal corporation, and Kane, McKenna Capital, Inc., an Illinois corporation (“Consultant”), for financial advisory services for the proposed issuance of Village of Brookfield General Obligation Street Improvement Bonds (the “Bonds”) by the Village.

The Consultant hereby agrees as hereinafter set forth:

1. **Scope of Services.** The Consultant is registered as a Municipal Financial Advisor pursuant to Securities and Exchange Commission (SEC) regulations. Neither Kane, McKenna Capital, Inc. nor its parent company, Kane, McKenna and Associates, Inc. shall participate in any bidding, underwriting, or sale of securities. The Consultant shall act as the Village’s Independent Registered Municipal Advisor (“Municipal Advisor”) to provide advice on any proposals from financial services firms concerning the issuance of municipal securities and the municipal financial products, This designation may be relied upon by broker-dealers and/or other municipal finance vendors, for purposes of the independent registered municipal advisor exemption to the SEC municipal Advisor Rule, until the latter of either the final details relating to the Bonds are completed or October 15, 2016. The Consultant agrees to perform the following Services to the Village as and when required:

1.1 EVALUATION OF APPROPRIATE FINANCING

To assist the Village in the issuance of the Bonds, the Consultant shall:

- 1) Review options with the Village concerning the issuance of various components of Bonds at different times;
- 2) Review with Village plans pros and cons of utilizing Disclosure Counsel and/or Underwriters Counsel;
- 3) Analyze and present various financing strategies related to any Bonds issued;
- 4) Provide information on property tax implications of any particular bond issue size; and
- 5) Provide information relative to financial implementation of a Library bond issue at or about the same time as a Village bond issue.

2.1 IMPLEMENTATION OF FINANCING

To assist the Village in the issuance of the Bonds, the Consultant shall perform the following key services, where appropriate and for each issuance of Bonds:

- 1) Draft the Preliminary and Final Official Statements, and other documents associated with the sale of the Bonds. The Official Statement will include the following:
 - a) Tax base/revenue analysis: evaluate components of tax base (i.e., major taxpayers);
 - b) Trend analysis of property tax base: evaluate changes in assessed valuation over past 5 years; changes in tax base;
 - c) Trend analysis of revenues, expenditures, changes in financial position and cash flow; composition of tax/revenue base;
 - d) Employment base analysis - major employers, type of employers (e.g., service, commercial); and
 - e) Outstanding debt - nature and level of debt and debt structure; assumptions relating to the timing and valuation of development projects.

The diligence undertaken during preparation of the Preliminary and Final Official Statements will provide the Consultant and the Village with an overall assessment of the Village's financial and economic well-being. This analysis aids in evaluating the Village's financial and economic strengths in comparison to the bond investors' evaluations and perceptions of the Village. It also enables the Consultant to communicate the Village's whole picture to bond investors.

- 2) Prepare and submit all letters, documents, and other necessary information to bond rating agencies and bond investors;
- 3) Serve as liaison in communications with bond rating agencies and bond investors;
- 4) Facilitate procuring services of other service providers and obtaining price quotes to minimize costs of issuance and maintain quality and efficient service;
- 5) Assist in preparation of necessary ordinances, agreements, contracts, and other documents as required in conjunction with the Village, Bond Counsel, Disclosure Counsel and the Village's Attorneys;
- 6) Review projected market interest rates in light of current market conditions and advise the Village regarding any issues and timing considerations related thereto;

- 7) Conduct, as necessary, all activities essential to the sale of securities including, but not limited to, arranging for: competitive bids (if competitive bidding is selected); preparation of notice of sale; rating agency meeting; printing of the Official Statement, the registration and delivery of the Bonds, and closing of the bond issues;
- 8) Prepare a full report to the Village board of trustees on the financing, including explanation of our review of the debt structuring, interest rates and market conditions;
- 9) Report to the Village administration and Village Counsel, as appropriate;
- 10) Coordinate all activities for the timely closing of the financing;
- 11) Advise the Village on a recommended financing maturity structure for the proposed Bonds, taking into consideration all existing bonds; and
- 12) Report regularly to the Village and attend any meetings as required.

The Services described herein are hereinafter referred to as the "Services."

- 2.2 Commencement and Completion of Services.** The Consultant shall be prepared and ready to commence the Services provided for in this Agreement at the direction of the Village, following execution of this Agreement by the Village. Subject to reasonable allowances for delay in the Services due to causes beyond the control of Consultant, Consultant shall complete all Services to be performed under this Agreement in a timely manner. Consultant acknowledges that time is of the essence of this Agreement and in the performance and completion of Consultant's Services.
- 2.3 Village's Cooperation.** The Village shall (i) provide Consultant with relevant material, data, and information in its possession pertaining to the specific project or activity; (ii) consult with Consultant when requested; and (iii) ensure reasonable cooperation of the Village's employees in Consultant's activities.
- 3. Consultant's Compensation.** We understand that the Village is contemplating more than one issue of bonds for the intended purpose. Consultant would charge a flat fee of forty thousand (\$40,000) for the first General Obligation issue and thirty five thousand (\$35,000) for each subsequent General Obligation issue.

4. **Termination of Agreement.** This Agreement may be terminated by either party only by notifying the other party in writing, by certified mail, return receipt requested, seven (7) days prior to the proposed termination date. In such event, Consultant shall be paid for any and all Services rendered to the date of receipt of the notice of termination, including all reimbursements due, based upon the Services performed.
5. **Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or such other documents, or the applications of such term, covenant or condition, to persons or circumstances other than those as to which it held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement or such other document shall be valid and shall be enforced to the fullest extent permitted by law.
6. **Applicable State Law.** This Agreement shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce any item of this Agreement shall be so brought in the State of Illinois.

Village:

Consultant:

Village of Brookfield, Illinois

Kane, McKenna Capital, Inc.

By: _____
Kit P. Ketchmark,
Village President

By: _____
Phillip R. McKenna, President

ATTEST:

ATTEST:

By: _____
Brigid Weber,
Village Clerk

By: _____
Robert Rychlicki, Secretary

April 5, 2016

Mr. Keith Sbiral
Village Manager
Village of Brookfield
8820 Brookfield Avenue
Brookfield, Illinois 60513

**Re: 2016 Street Improvements
Sewer Cleaning and Televising**

Dear Keith:

The 2016 Street Improvements include resurfacing all of the streets that were originally improved as part of Special Service Areas No. 1, 2, 3, and 4 (see attached map of streets). In addition to the street improvements, the scope of work will include repairing any sections of the combined and/or sanitary sewers that were installed in the 1960's when the subdivision was originally built. The storm sewers that were installed as part of the Special Service Area improvements constructed between 1991 – 1994 are all reinforced concrete pipes and are assumed to be in good condition and are not proposed to be inspected.

Our preliminary estimate of costs for the sewer repairs to be completed as part of the 2016 Street Improvements Project is based on the sewer video inspections that were done as part of the Village-Wide Sewer Cleaning and Televising Program that was done in 2000. These inspections are now 16 years old and there may have been further deterioration of the sewer pipes that has occurred.

We recommend that the combined and sanitary sewers be cleaned and televised. This will:

- Thoroughly clean the sewers and remove any debris that has accumulated
- Restore the pipes full capacity
- Provide an updated video inspection of the sewer pipes that can be reviewed and any required repairs can be included in the scope of work of the 2016 Street Improvements Project

There is a total of 21,000' of sewers to be cleaned and televised. The preliminary estimate of costs for the sewer cleaning and televising is \$70,000.00.

The engineering which consists of putting together bidding documents, reviewing the video sewer inspections, and preparing a report noting sections of sewer pipe requiring repair along with estimates of cost for the repairs would be performed as part of the engineering for the 2016 Street Improvements.

Project Schedule

In order to not delay the 2016 Street Improvements Project, we are requesting that the Village Board authorize staff to solicit bids for this work. If approved, staff would intend to receive proposals and award a contract at the April 25, 2016 board meeting. This would allow the sewer cleaning and televising to begin in early May. We anticipate that it will take approximately 3 - 4 weeks to complete the sewer cleaning and televising.

Please feel free to contact our office if you should have any questions or require additional information.

Respectfully submitted,

EDWIN HANCOCK ENGINEERING CO.


Derek Treichel, P.E., CFM

cc: Mr. Ken Blaauw, Director of Public Works



COMMITTEE OF THE WHOLE ITEM MEMO

ITEM: HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE

BOARD OF TRUSTEES

MEETING DATE: APRIL 11, 2016

PREPARED BY: FF/PM MATTHEW DUBIK

PURPOSE: APPROVE EXECUTION OF HGACBUY INTERLOCAL CONTRACT

BUDGET AMOUNT: NONE

BACKGROUND:

HGACBuy is a government-to-government cooperative purchasing program. It has operated under the local government authority of the Houston Galveston Area Council for 40 years. Its enabling legislation allows for HGACBuy to act nationwide on behalf of local governments, special districts and private non-profits providing a government service. Currently, over 5000 jurisdictions in 48 states have executed interlocal agreements (ILC) with H-GAC.

As a unit of local government, HGACBuy makes the governmental procurement process more efficient by establishing competitively priced contracts for goods and services. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. All units of local government are eligible to become participating members of HGACBuy.

ATTACHMENTS:

- Frequently asked questions
- List of Illinois end users
- Proposal example depicting HGACBuy discount
- HGACBuy interlocal contract

STAFF RECOMMENDATION:

Staff recommends the Village Board approve the HGACBuy Interlocal Contract in order to realize considerable cost saving when purchasing apparatus.

REQUESTED COURSE OF ACTION:

Approve execution of HGACBuy Interlocal Contract



**INTERLOCAL CONTRACT
FOR COOPERATIVE PURCHASING**

ILC

No.: _____

Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and * _____, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * _____

W I T N E S S E T H

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * _____ (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began * _____ and ends * _____. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC's contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

*

Name of End User (local government, agency, or non-profit corporation)

*

Mailing Address

*

City State ZIP Code

*By: _____

Signature of chief elected or appointed official

*

Typed Name & Title of Signatory

Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____
Executive Director

Attest: _____
Manager

Date: _____

**Denotes required fields*

***Request for Information**

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to **713-993-2424**. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: _____ County Name: _____
(Municipality/County/District/etc.)

Mailing Address: _____
(Street Address/P.O. Box) (City) (State) (ZIP Code)

Main Telephone Number: () _____ FAX Number: () _____

Physical Address: _____
(Street Address, if different from mailing address) (City) (State) (ZIP Code)

Web Site Address: _____

Official Contact: _____
(Point of Contact for HGACBuy Interlocal Contract)

Mailing Address: _____
(Street Address/P.O. Box)

(City) (State) (ZIP Code)

Authorized Official: _____
(Mayor/City Manager/Executive Director/etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Official Contact: _____
(Purchasing Agent/Auditor etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Official Contact: _____
(Public Works Director/Police Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Official Contact: _____
(EMS Director/Fire Chief etc.)

Mailing Address: _____
(Street Address/O.O. Box)

(City) (State) (ZIP Code)

Title: _____

Ph No.: () - _____

Fx No. : () - _____

E-Mail Address: _____

Title: _____

Ph No.: () - _____

Fx No. : () - _____

E-Mail Address: _____

Title: _____

Ph No.: () - _____

Fx No. : () - _____

E-Mail Address: _____

Title: _____

Ph No.: () - _____

Fx No. : () - _____

E-Mail Address: _____

Title: _____

Ph No.: () - _____

Fx No. : () - _____

E-Mail Address: _____

*** denotes required fields**



WORLD CLASS EQUIPMENT SUPERIOR SERVICE

1401 N. Farnsworth Ave.
Aurora, Illinois 60505
(800) 582-8818

June 9, 2015

Chief Joe Schelstreet
St. Charles Fire Department
112 North First Street
St. Charles, IL 60174

Subject: HGAC Proposal for One (1) Pierce Dash CF PUC Pumper
Bid #634

Dear Chief Schelstreet,

With regard to the above subject, please find attached our completed proposal.

Pricing, is as follows, including 100% prepay option.

Pricing Summary:

— Sale Price — \$ 629,800.00
 (\$40,000.00) — Discount provided by Pierce Mfg. through HGAC-Buy Program
 \$ 589,800.00
 (\$21,749.00) — Prepayment Discount*
 \$ 568,051.00*
 \$1,770.00 — Performance Bond (if requested)
 \$ 569,821.00 (Includes all discounts plus Performance Bond)

Terms and Conditions:

Taxes — Not Applicable
Freight — F.O.B. — St. Charles, IL
Terms — Net due upon factory exit.
 *Net due at Contract signing for Prepay discount to be applicable.
Delivery — 9 – 10 months from receipt and acceptance of contract



PERSONS USE THE SERVICE
FACTORY AUTHORIZED DEALER
ILLINOIS • INDIANA

Frequently Asked Questions

Q: What is H-GAC? □A: The Houston-Galveston Area Council (H-GAC) is a regional council of governments operating under the laws of the State of Texas and governed by a board comprised of 36 elected officials from the 13 county region. The H-GAC Board awards all contracts, which can then be made available to local governments nationwide thru HGACBuy.

Q: How does HGACBuy work? □A: Government entities join by executing an Interlocal Contract to participate in HGACBuy. This document sets out the conditions, requirements and processes through which an entity's purchase orders are received, confirmed to contract and processed.

Q: Can my entity purchase through HGACBuy? □A: The Texas Interlocal Cooperation Act permits joint participation by local governments, states, state agencies, and certain non-profit corporations. Most states have interlocal cooperation authority or other joint power provisions that allow participation in cooperative activities.

Q: I have to advertise for bids therefore I can't purchase thru HGACBuy. □A: HGACBuy uses mass circulation, minority emphasis print media, and internet services to post legal notices and bid solicitations. Therefore, posting of public notices to solicit bids and the formal competitive bid process are satisfied thru HGACBuy procedures.

Q: What other services are offered through the HGACBuy program? □A: Researching products, writing specifications, holding pre-bid conferences, assisting with order placement, contacting vendor reps, helping to resolve order issues, and reviewing and certifying purchase orders to confirm compliance with any specific HGACBuy contract.

Q: What is the difference between HGACBuy and some other cooperatives? □A: HGACBuy is a unit of local government and a political subdivision of the State of Texas. The HGACBuy Program is over 30 years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications and extensive professional skills to evaluate bid responses. All products offered through HGACBuy have been awarded by virtue of a public competitive process. There are no annual membership dues required to purchase thru HGACBuy.

Q: Where do I find information on products offered through HGACBuy? □A: Access HGACBuy's web site at www.hgacbuy.org for a complete listing of products with descriptions, prices, contractors and/or contacts.

Q: What products are available thru HGACBuy? □A: Primarily, products that are utilized in Public Safety, Public Works, and Communications, in addition to professional consulting, personnel and financing services. A wide variety of

capital equipment is under contract, and thru a unique feature of HGACBuy it can be customized through the use of published and unpublished options to fit your specifications and requirements.

Q: Can I purchase on-line? □ **A:** Because of the nature of most of the products and services we have under contract, we prefer that you speak with a contractor's representative and get a detailed price quote before placing an order. This is to insure that you get what you want, configured like you want it. Use the HGACBuy website to for basic information and to get the contractor's telephone and email address. After you receive your written quotation and have reviewed it, prepare your purchase order to the Contractor and fax a copy to HGACBuy.

Q: What does it cost to join HGACBuy? How is HGACBuy funded? □ **A:** HGACBuy is a self-funded "Enterprise Fund" government agency, self-supported thru an administrative fee assessed to the contractor. An "Order Processing Charge" (Administrative Fee) will appear on quotation forms for purchases of motor vehicles in the State of Texas in accordance with State of Texas, Department of Transportation, Division of Motor Vehicles requirements.

Q: What are the benefits of HGACBuy? I want to inform my elected officials and staff: □ **A:** We give you access to volume purchasing and discounts. • We put over 200 years of combined purchasing experience to work on your behalf. • We write technical specifications eliminate the need to hire consultants for that purpose. • We absorb the costs associated with publishing legal notices. • We offer you an expedited procurement process so you need not be delayed for months preparing specifications and satisfying all of the other requirements for competitive bids and proposals.

Listed below are HGACBuy end users in Illinois. The closest users to Brookfield are highlighted with Roberts Park Fire Protection District being the closest. I contacted the RPPFD Chief, Jeffery Ketchen, who relayed having pleasant experiences with the H-GAC and would recommend its use to other public service entities. He stated that beyond the savings HGACBuy offers, his department saw cost savings in the man-hours required to spec the apparatus while decreased the time of delivery.

Illinois End Users

Addison Fire Protection District (IL)

Alsip School District 126 (IL)

American Quality Schools (IL)

Arlington Heights Park District (IL)

Aurora Township Road District (IL)

Barrington Countryside Fire Protection District (IL)

Bismarck Community Fire Protection District (IL)

Buffalo Grove Park District (IL)

Calumet Memorial Park District (IL)

Chaddock (IL)

City of Berwyn (IL)

City of Bloomington (IL)

City of Carmi (IL)

City of Crystal Lake (IL)

City of Decatur (IL)

City of Des Plaines (IL)

City of East Moline

City of East Peoria (IL)

City of Fairbury (IL)

City of Freeport (IL)

City of Geneva (IL)

City of Highland Park (IL)

City of Jerseyville (IL)

City of Lake Forest (IL)

City of Marion (IL)

City of Marseilles (IL)

City of Monticello (IL)

City of Mount Vernon (IL)

City of Murphysboro (IL)

City of Naperville (IL)

City of O'Fallon (IL)

City of Oak Forest (FL)

City of Palos Heights (IL)

City of Park City (IL)

City of St. Charles (IL)

City of Tuscola (IL)

City of Warrenville (IL)

City of Waukegan (IL)

City of Wheaton (IL)

Community Consolidated School District #64 (IL)

Community High School District #117 (IL)

County of Adams (IL)

County of McHenry (IL)

County of Will (IL)

Darien-Woodridge Fire Protection District (IL)

Dundee Township (IL)

Dundee Township Park District (IL)

DuPage County (IL)

Ford County (IL)

Fremont Township (IL)

Girard Fire Protection District (IL)

Glen Ellyn Park District (IL)

Harvey Public Schools District 152 (IL)

Homer Township Road District (IL)

Housing Authority of the County of Lake (IL)

Huntley Park District (IL)

Illinois Beach State Park (IL)

Illinois School District U-46 (IL)

Kewanee Park District (IL)

Lake County (IL)

Lake Forest School District #115 (IL)

Lambs Farm (IL)

Limestone Township Fire Protection District (IL)

Lockport Township Park District (IL)

Lombard School District 44 (IL)

Manhattan Park District (IL)

Marseilles Elementary School District #150 (IL)

Morris Fire Protection & Ambulance District (IL)

Niles Park District (IL)

Northern Tazewell Fire Protection District (IL)

Oak Grove School District #68 (IL)

Oak Lawn Park District (IL)

Orangevill Fire Protection District (IL)

Orion Community Unit School District 223 (IL)

Orland Fire Protection District (IL)

Pleasure Driveway and Park District of Peoria, Illinois (IL)

Putnam County (IL)

Rides Mass Transit District (IL)

Roberts Park Fire Protection District (IL)

Rockford Park District (IL)

Rockford Public Schools District 205 (IL)

Rolling Meadows Park District (IL)

Seneca High School District 160 (IL)

Skokie Public Library (IL)

Southern Illinois Airport Authority (IL)

Springfield Metro Sanitary District (IL)

St. Clair County (IL)

St. Clair Township (IL)

St. Joseph-Stanton Fire Protection District (IL)

Taylorville Township Road District (IL)

The Cara Program (IL)

Tree Research & Education Endowment Fund (IL)

Tri-State Fire Protection District (IL)

Village of Arlington Heights (IL)

Village of Barrington (IL)

Village of Buffalo Grove (IL)

Village of Clarendon Hills (IL)

Village of Crestwood (IL)

Village of Dolton (IL)

Village of Downers Grove (IL)

Village of Elk Grove (IL)

Village of Glendale Heights (IL)

Village of Glenview (IL)

Village of Gurnee (IL)

Village of Hoffman Estates (IL)

Village of Lincolnshire (IL)

Village of Maywood (IL)

Village of Merrionette Park (IL)

Village of Metamora (IL)

Village of Morton Grove (IL)

Village of Mount Prospect (IL)

Village of Mundelein (IL)

Village of New Baden (IL)

Village of Niles (IL)

Village of Northbrook (IL)

Village of Northfield (IL)

Village of Oak Brook (IL)

Village of Palatine (IL)

Village of Rantoul (IL)

Village of Skokie (IL)

Village of South Elgin (IL)

Village of Streamwood (IL)

Village of Tolono (IL)

Village of Vernon Hills (IL)

Village of Villa Park (IL)

Village of Westmont (IL)

Village of Winthrop Harbor (IL)

West Chicago Fire Protection District (IL)

Westchester Park District (IL)

Westmont Park District (IL)

Winfield Park District (IL)

Wood Dale Fire Protection District (IL)

Worth Township (IL)

RESOLUTION NO. R - 2016 -

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL
CONTRACT FOR COOPERATIVE PURCHASING BY AND BETWEEN THE
HOUSTON GALVESTON AREA COUNCIL AND THE
VILLAGE OF BROOKFIELD, ILLINOIS**

**PASSED AND APPROVED BY
THE PRESIDENT AND BOARD OF TRUSTEES
THE 25TH DAY OF JANUARY 2016**

RESOLUTION NO. R - 2016-

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL
CONTRACT FOR COOPERATIVE PURCHASING BY AND BETWEEN THE
HOUSTON GALVESTON AREA COUNCIL AND THE
VILLAGE OF BROOKFIELD, ILLINOIS**

WHEREAS, the Houston Galveston Area Council administers a cooperative purchasing program to assist local governments in purchasing equipment to be used for governmental purposes;

WHEREAS, the Houston Galveston Area Council is authorized by the Texas Interlocal Cooperation Act (Texas Government Code, Title 7, Chapter 791) to contract or agree with another local government to perform governmental functions and services, and the Village of Brookfield is authorized by Article VII, Section 10 of the 1970 Illinois Constitution, Section 3 of the Intergovernmental Cooperation Act [5 ILCS 220/3] to enter into intergovernmental agreements to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the Village desires to purchase and acquire certain equipment constituting personal property necessary for the Village to perform essential governmental functions through the Houston Galveston Area Council's cooperative purchasing program;

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive newspaper advertisement for bids, waive the procedure prescribed for the submission of competitive bids and solicit proposals in the open market for the purchase of equipment

constituting personal property necessary for the Village to perform essential governmental functions through the Houston Galveston Area Council's cooperative purchasing program;

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Brookfield, it is advisable, necessary and in the public interest that the Village of Brookfield enter into an Interlocal Contract for Cooperative Purchasing by and between the Houston Galveston Area Council and the Village of Brookfield for the purchase of equipment constituting personal property necessary for the Village to perform essential governmental functions;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Brookfield, Cook County, Illinois, as follows:

Section 1: The foregoing recitals are hereby incorporated as if fully recited herein.

Section 2: It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into an Interlocal Contract for Cooperative Purchasing by and between the Houston Galveston Area Council and the Village of Brookfield for the purchase of equipment constituting personal property necessary for the Village to perform essential governmental functions.

Section 3: The President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest and to place the municipal seal on the Interlocal Contract for Cooperative Purchasing by and between the Houston Galveston Area Council and the Village of Brookfield for the purchase of equipment constituting personal property necessary for the Village to

perform essential governmental functions in substantially the form attached hereto as Exhibit "A."

Section 4: This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED this 25th day of January 2016, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this 25th day of January 2016.

Kit P. Ketchmark, President of the
Village of Brookfield, Cook County, Illinois

ATTESTED and filed in my office,
this 25th day of January 2016.

Brigid Weber, Clerk of the
Village of Brookfield, Cook County, Illinois

Exhibit "A"

**INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING BY AND BETWEEN
THE HOUSTON GALVESTON AREA COUNCIL AND THE
VILLAGE OF BROOKFIELD**

Draft